

4800 Ashford Dunwoody Road Dunwoody, Georgia 30338 dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Cody Dallas, Senior Stormwater Engineer

Date: June 16, 2025

Subject: Approval of a Construction Contract for Streambank

Stabilization Project at 1638 Kellogg Springs Drive

ACTION

Authorize the Mayor, City Manager, or designee to execute a contract in the amount of \$161,582.66, plus 10% contingency for a total of \$177,740.93, with Clean Water Consultants, based on their annual contract with Gwinnett County, for construction of the streambank stabilization project at 1638 Kellogg Springs Drive.

SUMMARY

In January 2023, a resident of the North Springs subdivision reported a significant problem with streambank erosion near the intersection of Kellogg Springs Drive and North Springs Drive. Due to streambank erosion the sidewalk has become a fall hazard and is no longer structurally sound. This erosion poses a direct threat to pedestrian safety and the integrity of the existing sidewalk along North Springs Drive. If erosion in this area were to continue, it could also threaten the stability of Kellogg Springs Drive in the future. To repair this issue, the stream needs to be stabilized and directed to its previous alignment.

On November 13, 2023, City Council authorized funding for Tetra Tech to design streambank stabilization measures and infrastructure improvements for this location to protect public safety and City infrastructure. All designs for the project have been approved and permitted, and all required public notices have been issued. Easements have been obtained for the one residential property that will be impacted by this project.

Recommended repairs include:

 Stabilization of 233 LF of streambank (104 LF along northern bank, 129 LF along southern bank) with a combination of bio-engineered systems and stone toe armoring.

The City provided construction documents to Clean Water Consultants (CWC) and received an estimate based on CWC's current competitively bid annual contract with Gwinnett County. If approved by Council, this project will be funded from the Stormwater Utility's annual repairs and maintenance budget.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a contract in the amount of \$161,582.66, plus 10% contingency for a total of \$177,740.93, with Clean Water Consultants,



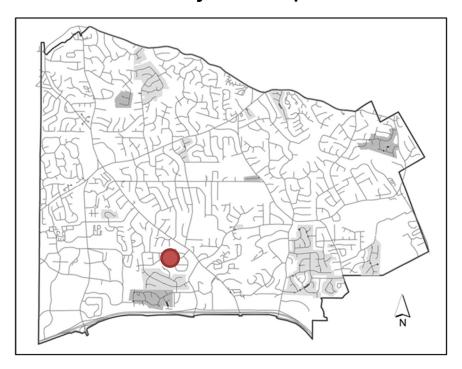
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based on their annual contract with Gwinnett County, for construction of the streambank stabilization project at 1638 Kellogg Springs Drive.



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Project Map





Top view of North streambank next to sidewalk (looking west along North Springs Dr toward intersection with Kellogg Springs Dr).



Side view of North streambank next to sidewalk (looking North from South streambank).



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

October 28, 2024

Clean Water Consultants, Inc.
Attn: Joseph Carter
20 Business Center Drive
Winder, GA 30680
Joseph@cleanwaterconsultants.com

Re: NOTICE TO PROCEED - RP021-24, Provision of Watershed Improvements on an Annual Contract; GCID#20240829

Dear Mr. Carter:

Enclosed is the executed copy of the contract for the above-referenced project. Receipt of this contract is your administrative notice to proceed. At this time, pre-construction planning meetings should commence. Anticipate receiving your notice to proceed within thirty (30) consecutive calendar days from the above date, the Effective Date of the Agreement.

We look forward to working with you during this contract period.

Sincerely,

Brittany Bryant, CPPB Purchasing Associate III

BB/km

c: Laurie Clinger, Department of Water Resources Johanna Costley, Department of Water Resources Branna Courson, Department of Water Resources Adam Garmon, Department of Water Resources Contracts RP021-24 PAGE 53

ORIGINAL

CONTRACT RP021-24

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

Provision of Watershed Improvements on an Annual Contract

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within the time allowed for each work assignment for a one-year period with four (4) options to renew.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the County as liquidated damages and not as a penalty, the amount of seven hundred Dollars and no/100 dollars (\$700.00) per day as liquidation of the extra expense incurred by the County and liquidated damages to the County.

The County shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$2,500,000.00) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the County that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the County may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the County to the payment of such just claims.

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When the Contractor has performed in accordance with the provisions of this Contract, Gwinnett County shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that Gwinnett County fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the County shall pay the Contractor interest at the rate of I/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

(Signatures Next Page)

RP021-24 PAGE 55

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

STRAILSHED 1818

Clean Water Consultants, Inc.

By: Micole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

GWINNETT COUNTY, GEORGIA

Signature

Tina King, County Clerk Board of Commissioners

APPROVED AS TO FORM

Signature

Gwinnett County Staff Attorney

CONTRACTOR: Clean Water Consult

BY: Juana H Cox

Signature

Print Name

President

Title

ATTEST:

Signature

Print Name

Print Name

Print Name

Cox

Print Name

Signature

Print Name

Print Name

Signature

Print Name

Signature

October 1

Signature

Print Name

Print Name

Signature

October 1

Signature

October 2

Signature

October 3

Signature

October 4

Signatu

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by









AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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With Gwinnett County DWR Modifications 06-01-16

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 - 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 - 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 - 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 - 9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 - 10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

- 11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- 12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
- 14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- 15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
- 16. Cost of the Work—See Paragraph 11.01 for definition.

16.1 Designer - The individual or entity named as such in the Agreement, if a different person

- 17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- 18. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 19. Engineer—The individual or entity named as such in the Agreement.
- 20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 21. General Requirements—Sections of Division <u>0</u>1 of the Specifications. <u>The General Requirements are applicable to all Sections of the Specifications and to the entire Work.</u>
- 22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

- 23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
- 25.1 Liquidated Damages amounts shall be as stipulated in the Agreement.

 Liquidated damages shall apply to the Contract Times for the Project. Liquidated

 Damages shall be both additive and cumulative. Liquidated Damages shall end

 upon Substantial Completion, Completion of the Work associated with each

 Milestone Date, and upon final completion of the Work.
- 26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner may designate an authorized representative to exercise the authority, in whole or in part, identified in these contract Documents, with such designation being identified in the Supplementary Conditions.
- 30. *PCBs*—Polychlorinated biphenyls.
- 31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

- 33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
- 35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 40. Shop Drawings—All drawings, diagrams, illustrations, schedules, specified design related submittals, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- 44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents to provide the following: (i) the Owner full time, uninterrupted,

continuous operation of the work; and (ii) all required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, and systems to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and (iii) all required inspections and other work necessary for the Engineer to certify "substantially complete" have been completed. , so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 44.1 Submittals All administrative documents, Shop Drawings, Samples, product data, manufacturer's literature, quality control documents, design related documents, record documents, contract close-out documents, and/or any other specified document prepared or assembled by or for Contractor and submitted by Contractor to the Owner and/or Engineer.
- 45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
- 47. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 50. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the

Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, Provide:

- 1, The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

G. Contract Times

1. All Contract Times and time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor shall proceed with the Work at a rate of progress which will ensure completion within the Contract Times. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Times for the Work described herein are 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 Times, or extended Contract Times 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 Contract Times stipulated in the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

- 2.01 Delivery of Bonds and Evidence of Insurance
 - A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
 - B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each-deliver to the Ownerother, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which Ownereither of them or any additional insured may reasonably

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 7 of 87 request) which Contractor <u>isand Owner respectively are</u> required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall-will furnish to Contractor up to ten-four printed or hard copies of the Drawings and Project ManualContract Documents and one counterpart of the executed Contract Agreement. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated date established in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall-may start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Commencement of the Contract TimeEffective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; which indicates each required Submittal and the dates for submitting, time for reviewing and processing each Submittal (periodic Submittals may be listed by a common monthly date); and
 - 3. a preliminary Schedule of Values for all of the Work in a format acceptable to the Engineer Owner and in accordance with the requirements specified in the General Requirements.
 - which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a Within ten days after the preconstruction conference a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer as being the Contractor's schedule for the if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor. The Progress Schedule may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals. The Schedule of Submittals may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
 - 3. Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it is provided in accordance with the requirements specified in the General Requirements.provides a reasonable allocation of the Contract Price to component parts of the Work.

2.08 Licensing

Prior to execution of the ContractAgreement by the Owner, the Contractor shall deliver proof of licensure compliance to the Owner for any Work to be performed under this

Contract which is governed by the Construction Industry Licensing Board of Georgia (O.C.G.A. Section 43-14-1 et seq), or its rules or regulations.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.01 Intent

- A. The <u>individual components of the</u> Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
- D. Where the word "similar" occurs in the Contract Document, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- E. Each and every clause or other provision required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be amended to make such insertion.
- F. Wherever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10 or any other provision of the Contract Documents.

- G. "Imperative" or "Command" type language is used in the Contract Documents. This command language refers to and is directed to the Contractor.
- H. All products (material or equipment) identified in the Contract Documents and all products incidental to the identified products, shall be new and unused and provided by Contractor unless specified otherwise.
- I. Emphasis, such as italics or quotes, has been used throughout the Contract Documents.

 Use of emphasis shall not change the meaning of the term emphasized.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 - Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

- 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then

Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge or reasonably should have known thereof.

B. Resolving Discrepancies:

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 - c. In resolving inconsistencies within the Contract Documents, precedence shall be given in the following descending order:
 - 1. Amendments
 - 2. Change Orders
 - 3. Work Change Directives
 - 4. Field Orders
 - 5. Engineer's written interpretations and clarifications
 - 6. Notice to Proceed
 - 7. Addenda
 - 8. Contract Agreement
 - 9. Supplementary Conditions
 - 10. General Conditions
 - 11. Specifications

12. Drawings (Figure dimensions on Drawings shall take precedence over scaled dimensions and detailed drawings shall take precedence over general drawings.)

13. Bidding Requirements

- 3.04 Amending and Supplementing Contract Documents
 - A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
 - B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order; or
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 23. Engineer's written interpretation or clarification.
- 3.05 Reuse of Documents
 - A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
 - B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.
- 3.06 Electronic Data
 - A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by the Engineer in preparing the Contract Documents; -and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities that have been utilized by the Engineer in preparing the Contract Documents).

- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

- A. *Notice*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Contract Documents; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

- 1. The Contract Price or the Contract Times, or both, will may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew or should have known of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shallmay be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.
- C. The dimensions and descriptions given on the Drawings for adjacent work by others, if any, (including any existing facilities or utilities previously constructed for Owner) are based on the design drawings and not as-built drawings. Prior to commencing the Work, the Contractor shall verify all as-built conditions and information whenever existing facilities or utilities may impact the Work. Failure of Contractor to so verify all as-built conditions prior to commencing the Work shall bar Contractor from later seeking additional compensation for conflicts with existing facilities or utilities.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 17 of 87 D. 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 Engineer. No additional payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Engineer may check the lines, elevations, and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.
- C. The Contractor shall review the Contract Documents and the Project site to determine the presence and location of any property or rights-of-way monuments or markers, and to assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post, or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers. In the event these monuments or markers are covered over or disturbed, it will be the Contractor's responsibility to employ a surveyor licensed in the state of Georgia to re-establish those monuments or markers of property or rights-of-way, which were present prior to Work on the Project.
- D. It shall be the Contractor's responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connection to, or additions to existing structures, the elevations of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Engineer for resolution.
- E. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work.

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 18 of 87 On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification.

4.06 Hazardous Environmental Condition at Site

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may issue a Work Change Directive or Change Order as appropriate. order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 - BONDS AND INSURANCE

- 5.01 Performance, Payment, and Other Bonds
 - A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due made by the Owner or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
 - B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
 - C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided below:in the Supplementary Conditions.
 - 1. Surety shall be in good standing with Georgia's Insurance Commissioner's Office.
 - 2. Surety and Insurers must have an A.M. Best Financial Strength Rating and a Financial Size Category as stated in the insurance requirements specified elsewhere in these Contract Documents.
 - 3. The surety shall have an underwriting limitation in Circular 570 in excess of the Contract Amount.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. <u>Deleted.</u> Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

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- b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 - include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 - 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 - 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 - 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 - 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage specified in the Supplementary Conditions or greater where required by Laws and Regulations.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner Contractor shall purchase and maintain property insurance as required in the Supplementary Conditions upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and

- 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 by Contractor will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and,

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 25 of 87 in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so eaused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OwnerContractor as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.
- 5.08 Receipt and Application of Insurance Proceeds
 - A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
 - B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers, and, if

required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

- 5.09 Acceptance of Bonds and Insurance; Option to Replace
 - A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other partyContractor in accordance with this Article 5 on the basis of non-conformanceits not complying with the Contract Documents, the objecting party shall so Owner will notify the other party Contractor in writing thereof within 10ten days after receipt of the certificates (or other evidence requested) required byof the date of delivery of such certificate to Owner in accordance with Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided by Contractor as the other Owner may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.
- 5.10 Partial Utilization, Acknowledgment of Property Insurer
 - A. If Owner choosesfinds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.01 Supervision and Superintendence
 - A. Contractor shall supervise, <u>provide quality control</u>, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Contractor shall also designate, in writing, a representative, hereinafter referred to as Project Manager, assigned to the Project on a full-time basis during execution of the Work who shall have the authority to act on behalf of Contractor, including executing the orders or directions of the Engineer without delay. This Superintendent and/or Project Manager shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent and/or the Project Manager shall be binding on Contractor.
- C. If at any time during the Project the Superintendent or Project Manager leaves the Project site while Work is in progress, Engineer shall be notified and provided with the name of Contractor's representative having responsible charge.
- D. Contractor shall also designate the person responsible for Contractor's quality control while Work is in progress. Engineer shall be notified in writing prior to any change in quality control representative assignment.
- E. Prior to the Commencement of the Contract Time, Contractor shall furnish to the Owner and Engineer the names, resumes, 24 hour contact information and other relevant information associated with the Project Manager and the Superintendent that are to be assigned to this project. The Project Manager and Superintendent must be acceptable to the Owner and Engineer.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, <u>skilled</u>, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. <u>Contractor shall</u>, <u>upon demand from the Engineer</u>, <u>immediately remove any manager</u>, <u>superintendent</u>, <u>foreman or workman whom the Engineer or Owner may consider incompetent or undesirable</u>.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.
- C. Regular working hours may be Monday through Friday, excluding holidays, occurring between the hours of 7:00 AM and 7:00 PM, unless restricted otherwise. Contractor shall establish regular scheduled work times, e.g., four 10-hour days, five 8-hour days, or five 10- hour days within the hours and days allowed above. Approval for specific work outside regular scheduled work times shall be requested no less than 48 hours prior to the requested work period. Contractor shall request approval of changes in regular scheduled work times no less than one week prior to the desired change.

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- Occasional unscheduled overtime on weekdays may be permitted provided reasonable notice is given to Engineer.
- D. Contractor shall pay all extra costs incurred by the Owner associated with work, outside of normal working hours, including additional support services, inspection services, testing services, utilities or other applicable costs. The cost associated with the Owner's inspection overtime will be the amounts as provided in the Supplementary Conditions per hour per individual, depending upon individuals assigned to the Project, the type of work being inspected, and the date of the invoice; i.e., allowing for salary escalation. Contractor will not be responsible for extra costs associated with inspection overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.
- E. Except in the case of emergencies or other unusual circumstances, no work shall be permitted on the project on Sunday.
- F. The Engineer will determine to what extent extraordinary onsite personnel work is required during Contractor's overtime work or working hours outside regular scheduled work hours.
- 6.03 Services, Materials, and Equipment
 - A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, quality control, testing, start-up, and completion of the Work.
 - B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All products provided on this Project shall be products currently manufactured by the manufacturer, i.e., products shall not be discontinued or out-of-date products nor shall they be of the last production run of the product. Contractor shall incorporate the previous sentence in any contract or agreement between Contractor and subcontractor or supplier supplying products provided on this Project. All special warranties and guarantees required by the SpecificationsContract Documents shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the Owner. Such assignment shall be effective upon completion of Contractor's warranty period. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the Owner. All such warranties shall be directly enforceable by the Owner. Such assignment shall in no way affect the Contractor's responsibilities and duties during the warranty period.

6.04 Progress Schedule

- A. The Contractor shall proceed with the Work at a rate of progress which will ensure completion within the Contract Time.
- <u>BA.</u> Contractor shall <u>provide all resources</u>, <u>labor</u>, <u>materials</u>, <u>equipment</u>, <u>services</u>, <u>etc.</u> <u>necessary to</u> adhere to the Progress Schedule established in accordance with Paragraph 2.07 <u>and the General Requirements</u> as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in and the General Requirements) an updated the Progress Schedule that will not result in changing the Contract Times and an updated Schedule of Submittals with each partial payment request, but no less than monthly. Contractor's failure to provide acceptable updated Progress Schedule and Schedule of Submittals will delay processing of the pay request until receipt of the acceptable updated Progress Schedule and/or an updated Schedule of Submittals. Such adjustments will updates and adjustments shall comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. Number of anticipated days associated with adverse weather conditions, as defined in the General Requirements, shall be included on the critical path of Project Schedule.
- C. If the Progress Schedule reflects a completion date prior to the completion date established by the Agreement, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Instead, all "float" between the completion date in Contractor's schedule and the completion date established in the Agreement shall belong to and is 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.

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- D. Project Coordination Meetings: The 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 Owner and/or the Engineer.
- E. The Contractor shall implement the detailed schedule of activities to the fullest extent possible between Project Coordination Meetings.
- F. The Contractor shall prepare its daily report 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 schedule activity item; problems; and visitors to the jobsite.
- G. If a current activity or series of activities on the overall project schedule 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:
 - 1. The Contractor shall attempt to expedite the activity completion so as to have it agree with the overall progress schedule. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting.
 - 2. If, within two weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on schedule status, the Contractor shall:
 - a. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule.
 - b. Increase the crew size or add shifts so the activity can be completed as scheduled.
 - c. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Engineer.
 - 3. These actions shall be taken at no increase in the Contract amount.
- H. The Contractor shall maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.
- I. The Contractor shall cooperate with the Owner and Engineer 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 reestablish progress consistent with the overall progress schedule may be causes for withholding of payment.

6.05 Substitutes and "Or-Equals"

- A. See General Requirements. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
- 1. "Or Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
- a. in the exercise of reasonable judgment Engineer determines that:
- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items:
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- e. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
- 1) shall certify that the proposed substitute item will:
- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- e) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.
- 6.06 Concerning Subcontractors, Suppliers, and Others
 - A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection.

 Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
 - B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a

- replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will—shall be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.
- H. Owner or Engineer may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment.

- I. Specialty Subcontractors: Contractor shall utilize the services of Specialty Subcontractors on those parts of the Work which is declared as specialty work in Specifications and which, under normal contracting practices, is best performed by Specialty Subcontractors, as required by the Engineer in Engineer's sole discretion, at no additional cost to the Owner. If Contractor desires to self-perform specialty work, Contractor shall submit a request to the Owner, accompanied by evidence that 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.
- J. The Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
- D. 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.
- E. Contractor shall perform those duties as they relate to O.C.G.A. Section 36-91-92, including filing the Notice of Commencement. Contractor shall provide Owner and Engineer with proof of having performed these duties before any progress payments or final payment shall be considered due and payable to the Contractor.
- F. Where professional engineering and/or architectural services are required in connection with any of the components required by the Contract, all Bidders and component suppliers must make certain that there is full compliance with all applicable laws of the State of Georgia and any other state governing professional engineering and/or

- architecture. The Owner and Engineer do not warrant that any entity listed as an acceptable manufacturer is or will be in compliance with such laws.
- G. Any fines levied against the Owner for failure of Contractor to properly maintain required NPDES erosion and sediment control measures or any other related requirements will be deducted as set-offs from payments due Contractor.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The Contractor shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Contractor to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in O.C.G.A. Section 48-8-3 (36) and (37). Such written tabulation shall be included with each partial payment request. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes will be paid by the Contractor. All refunds will accrue to the Owner.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 - Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 38 of 87 hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site Record Documents as specified in the Contract Documents one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will shall be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent pollution of or damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

- 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. The property, improvements or facilities at the site shall be replaced or restored to a condition as good as when Contractor entered upon the Site. In case of failure on the part of Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, or sooner in the case of an emergency, 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 Contractor under this Contract.
- 6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings<u>, and Samples and Other Submittals</u>

A. Contractor shall submit Shop Drawings and Samples Submittals to Engineer for review and approval in accordance with the accepted or adjusted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sampleany Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each Shop Drawing and Sample submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will <u>return as incomplete or will</u> provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval <u>or disapproval</u> will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

- 2. Engineer's review and approval <u>or disapproval</u> will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

- Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- F. Excessive Submittal Resubmission: Engineer will record time required by Engineer for excessive Submittal review occasioned by Contractor's resubmission, in excess of two resubmissions of any required Submittal, caused by unverified, unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals. Upon receipt of Engineer's accounting of time and costs, Contractor will reimburse Owner for the charges of Engineer's review for excessive resubmissions through set-offs from the recommended Owner payments to Contractor as established in Paragraph 14.02.D. of these General Conditions.
- G. In the event that Contractor provided a submittal for a previously approved item, whether such is as a substitution or in addition to the previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time as may be required to perform all reviews of the substitute item, unless the change is specifically requested by the Owner.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample sSubmittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 Indemnification and Liability

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly

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- employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the <u>negligent</u> preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. <u>negligently</u> giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. Contractor, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, their officers, employees, affiliated corporations, consultants, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.
- 6.21 Delegation of Professional Design Services
 - A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
 - B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related

- to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contracts with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination with other contractors.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the work at the site be made by any separate contractor against Contractor, Owner, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer, and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 47 of 87 and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by any separate contractor against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them to the extent based on a claim arising out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from Owner, Engineer, or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable hereto, Contractor may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, and/or Engineer and the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This Paragraph does not prevent recovery from Owner, Engineer, and/or Designer for activities that are their respective responsibilities.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.01 Communications to Contractor
 - A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 8.02 Replacement of Engineer
 - A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.
- 8.03 Furnish Data
 - A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 8.04 Pay When Due
 - A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

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8.05 Lands and Easements; Reports and Tests

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner's shall not have any responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will have authority to determine the actual quantities and classifications of Unit Price Work performed by Contractor. If Engineer exercises such authority. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract

Documents, except that Owner shall determine whether bonds, certificates of insurance and release of liens comply with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.
- 9.10 Compliance with Safety Program
 - A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

- 10.01 Authorized Changes in the Work
 - A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
 - 1. Owner may, in anticipation of possibly ordering an addition, deletion or revision to the Work, request Contractor to prepare a proposal of cost and times to perform Owner's contemplated changes in the Work. Contractor's written proposal shall be transmitted to the Engineer promptly, but not later than fourteen days after Contractor's receipt of Owner's written request and shall remain a firm offer for a period not less than sixty days after receipt by Engineer.
 - Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor's receipt of a Change Order (or Work Change Directive) incorporating such change into the Work.
 - 3. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a claim for an adjustment in Contract Price or Contract Time (or Milestones).
 - 4. The Owner shall not be liable to the Contractor for any costs associated with the preparation of proposal associated with the Owner's contemplated changes in the Work.
 - B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that

should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

B. In signing a Change Order, the Owner and Contractor acknowledge and agree that:

- 1. The stipulated compensation (Contract Price or Contract Time, or both) set forth in the Change Order includes payment for:
 - a. the Cost of the Work covered by the Change Order,
 - b. Contractor's fee for overhead and profit,
 - c. interruption of Progress Schedules,
 - d. delay and impact, including cumulative impact, on other work under the Contract Documents, and

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- e. extended home office and jobsite overhead;
- 2. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
- 3. No reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
- 4. No subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes

- A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30–10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data shall be delivered to the Engineer and the other party to the Contract within 60–20 days (and monthly thereafter for continuing events) after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

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- 1. deny the Claim in whole or in part;
- 2. approve the Claim; or
- 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
- 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
- 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 1. Full rental cost for rented, leased, and/or owned equipment shall not exceed the rates listed in the Rental Rate Blue Book published by Equipment Watch, a unit of Primedia, Inc., as adjusted to the regional area of the Project. The most recent published edition in effect at the commencement of the actual equipment use shall be used.

- 2. Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by Engineer or accepted at reduced rates.
- 3. Equipment in Use: Actual equipment use time documented by the Engineer shall be the basis that the equipment was on and utilized at the Project site. In addition to the leasing rate above, equipment operational costs shall be paid at the estimated operating cost, payment category (and the table below), and associated rate set forth in the Blue Book if not already included in the lease rate.

The hours of operation shall be based upon actual equipment usage to the nearest full hour, as recorded by the Engineer.

Actual Usage	Blue Book Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 days or more	Monthly Rate

- 4. Equipment when idle (Standby): Idle or standby equipment is equipment on-site or in transit to and from the Work site and necessary to perform the Work under the modification but not in actual use. Idle equipment time, as documented by the Engineer, shall be paid at the leasing rate determined in 11.01.A.5.c., excluding operational costs.
- 5. Where a breakdown occurs on any piece of equipment, payment shall cease for that equipment and any other equipment idled by the breakdown. If any part of the Work is shutdown by the Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Engineer reserves the right to cease standby time payment when an extended shutdown is anticipated.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to any of the Work that has been completed and accepted by the Owner, not compensated by insurance or otherwise, sustained by Contractor in connection with the

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 58 of 87 performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D.), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage to the Work that has been accepted by Owner requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services, a fee proportionate to that stated in Paragraph 12.01.c.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

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- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Deleted Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

- 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - Contractor believes that Contractor is entitled to an increase in Contract Price as a
 result of having incurred additional expense or Owner believes that Owner is
 entitled to a decrease in Contract Price and the parties are unable to agree as to the
 amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum value fixed by the Owner or by unit price values fixed by the Owner (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached where the methods under Paragraph 12.01.B.2. are not selected by the Owner, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent based on subcontractor's actual Cost of the Work;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor; except the maximum total allowable cost to Owner shall be the Cost of the Work plus a maximum collective aggregate fee for Contractor and all tiered Subcontractors of 26.8 percent.
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will may be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, quarantine restrictions, strikes, freight embargoes, acts of war (declared or not declared), or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall may be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

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13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor is responsible for the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall establish an inspection program and a testing plan acceptable to the Engineer and shall maintain complete inspection and testing records available to Engineer.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all <u>non-contractor</u> inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Tests required by Contract Documents to be performed by Contractor and that require test certificates to be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required testing laboratories or agencies shall meet the following applicable requirements:
 - 1. "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.
 - 2. Basic requirements of ASTM E329, "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction" as applicable.
 - 3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
- B. If Owner stops Work under Paragraph 13.05.A. Contractor shall not be entitled to an extension of Contract Time or increase in Contract Price.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- C. Contractor shall promptly segregate and remove rejected products from the Site.
- D. If rejected products or Work is not removed within 48 hours, the Engineer 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.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as

contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
- F. Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and

other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time <u>as defined by the Engineer</u> after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

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ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A and as modified will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to EngineerOwner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated below:in the Agreement.
 - a. Retainage is withheld from progress payments in compliance with O.C.G.A. §13-10-81.
 - b. The Owner shall retain from each progress payment ten percent (10%) of the estimated value of the Work performed until the progress payments, including retainage, total fifty percent (50%) of the Contract price. Thereafter, no further retainage shall be withheld so long as Contractor is making satisfactory progress to insure completion of the Work within the time specified. The Owner may reinstate the ten percent (10%) retainage in the event the Owner and/or Engineer determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Owner and/or Engineer provides a specific cause for such withholding.

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- c. Retainage will be invested in the Georgia Fund 1 at the current market rate. Simple interest will be earned monthly for the retained amount utilizing the previous month's net earning rate.
- d. Upon Substantial Completion of the work and upon application by Contractor and approval by the Owner and Engineer, the Owner may reduce retainage to an amount equal to two hundred percent (200%) of the value of each remaining incomplete minor item as determined by the Owner and Engineer.
- e. The final payment, the remaining retainage and the interest earned will not become due until the Contractor submits the following documents to the Owner and Engineer:
 - 1. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
 - The surety's consent to final payment;
 - 3. The Contractor's signed and sealed final change order to close the Contract; and
 - 4. Any other data reasonably required by the Owner and/or Engineer establishing payment or satisfaction of all obligations, including releases, waivers of liens, and documents of satisfaction of debts.
- f. In the event a Subcontractor refuses to furnish a release or waiver as required by the Owner and Engineer, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such loss. In the event any lien or indebtedness remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies the Owner may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorneys' fees.

B. Review of Applications:

- 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment

recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as

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- determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.
- 4. Items entitling Owner to retain set-offs from the amount recommended, include but are not limited to:
 - a. Owner compensation to Engineer at an estimated average rate as specified in the Supplementary Conditions per each extra personnel hour for labor plus expenses because of the following Contractor-caused events:
 - (1) Delays necessitating a time extension for the performance of Engineer's services;
 - (2) Witnessing retesting of corrected or replaced defective Work;
 - (3) Return visits to manufacturing facilities to witness factory testing or retesting;
 - (4) Submittal reviews in excess of three reviews by Engineer for substantially the same Submittal;
 - (5) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby:
 - (6) Hours worked by Contractor, in excess of normal work hours as defined by Article 6.02 of the General Conditions, necessitating Engineer to work overtime;
 - (7) Return visits to the Project by Engineer for Commissioning Activities not performed on the initial visit;
 - (8) Fines levied against the Owner for Contractor's performance of NPDES Erosion and Sedimentation Control Measures or other permit violations.
 - (9) The repair, rebuilding or restoration of property improvements or facilities by the Owner as outlined in Paragraph 6.13.
 - b. Liability for liquidated damages incurred by Contractor as set forth in the Agreement.
- E. 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.
- 2. 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.

3. Payment Periods:

- a. When Contractor has performed in accordance with the provisions of these Contract Documents, the Owner shall pay Contractor within 30 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.
- b. When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, Contractor shall pay to that subcontractor and each subcontractor shall pay to its subcontractor, within ten days of receipt by 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 contractor in its reasonable discretion may require, including but not limited to a payment and performance bond.
- 4. Interest on Late Payment: Except otherwise provided in these Contract Documents and/or in O.C.G.A. 13-11-5, if a periodic or final payment to Contractor is delayed by more than the time allotted in Paragraph 14.02.E.3b, or if a periodic or final payment to a subcontractor is delayed more than ten days after receipt of periodic or final payment by 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 14.02.E.3b, 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 received "Notice" as provided in Paragraph 14.02.E.5. Acceptance or progress payments or final payment shall release all claims for interest on said payments.

- 5. Notice of Late Payment and Request of 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:
 - a. A short and concise statement that interest is due pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause;
 - b. The principal amount of the periodic or final payment which is allegedly due to the charging party; and
 - c. 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.
- 6. These "Notice" provisions are of the essence; therefore, failure to comply with any requirement as set forth in the Prompt Payment Clause precludes the right to interest on any alleged late payment to which said "Notice" would otherwise apply.
- 7. 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 its terms.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
- B. No materials or supplies for the Work shall be purchased by Contractor or subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.
- C. Contractor shall indemnify and save Owner harmless from all claims growing out of the lawful demands for payment by subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 75 of 87 of this Contract. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on the said Contractor either pay unpaid bills, of which Owner has written notice, direct, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to either Contractor or to Contractor's Surety. In paying any unpaid bills of Contractor, Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Specific items of Work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:
 - 1. Correction of all deficient Work items listed by all state, local, and other regulatory agencies or departments.
 - 2. All submittals must be received and approved by the Engineer, including but not necessarily limited to, the following:
 - a. Record documents.
 - b. Factory test reports, where required.
 - c. Equipment and structure test reports.
 - d. Manufacturer's Certificate of Proper Installation.
 - e. Operating and maintenance information, instructions, manuals, documents, drawings, diagrams, and records.
 - f. Spare parts lists.
 - 3. All additional warranty or insurance coverage requirements have been provided.
 - 4. All manufacturer/vendor-provided operator training is complete and documented.
 - 5. Other items of Work specified elsewhere as being prerequisite for Substantial Completion.

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- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04. A through D for that part of the Work.

- 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

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

14.07 Final Payment

A. Application for Payment:

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments. Under no circumstances will Contractor's application for final payment be accepted by the Engineer until all Work required by the Contract Documents has been completed.
- 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

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- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying all documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Thereupon Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment. If the Application for Payment and accompanying documentation are appropriate as to form and substance, Owner will in accordance with the applicable State or local General Law, pay Contractor the amount recommended by Engineer.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Contractor against Owner-other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall—may be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress

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- Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's repeated disregard of the authority of Engineer; or
- 4. Contractor's violation in any substantial way of any provisions of the Contract Documents:
- 5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified;
- 6. Contractor is adjudged bankrupt or insolvent;
- 7. Contractor makes a general assignment for the benefit of creditors;
- 8. A trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 9. Contractor files a petition to take advantage of any debtor's relief act, or to reorganize under the bankruptcy or applicable laws:
- 10. Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment;
- 11. Contractor fails to make satisfactory progress toward timely completion of the work; or
- 12. Contractor repeatedly fails to make prompt payments to subcontractors or material suppliers for labor, materials or equipment.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor: unless Contractor otherwise cures the deficiency in accordance with Paragraph 15.02.D.
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.
- G. Any termination by Owner pursuant to Paragraph 15.02 may result in the disqualification of Contractor for bidding on future contracts of Owner.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate or discontinue, in whole or in part, the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. <u>direct</u> expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

- 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- 4. reasonable expenses directly attributable to termination; and-
- 5. ten percent overhead and profit for those costs agreed to in Paragraphs 15.03.A.1 through 15.03.A.4 above.
- B. Contractor shall submit within 30 calendar days after receipt of notice of termination a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. Owner shall review, analyze, and verify such proposal and negotiate an equitable amount and the Contract may be modified accordingly.
- <u>C.</u> Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
- 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
- 2. agrees with the other party to submit the Claim to another dispute resolution process; or
- 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, or by facsimile transmission and followed by written confirmation, to the last business address known to the giver of the notice.
- B. All notices required of Contractor shall be performed in writing to the appropriate entity.
- C. Electronic mail and messages will not be recognized as a written notice.
- D. 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.

17.02 Computation of Times

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

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located. Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Contract is executed in Gwinnett County, Georgia and that the Contract is to be performed in Gwinnett County, Georgia. Each party hereby consents to the Gwinnet Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement, and each party hereby waives any and all objections to venue in the Gwinnett County Superior Court.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 Addresses

A. Both the address given in the Bid form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 Page 85 of 87 either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed by Contractor, and delivered to and acknowledged by the Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.08 Forms and Record

- A. The form of all Submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer.
- B. Contractor shall maintain throughout the term of the Contract, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. The Owner, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.
- C. Records to be maintained and retained by Contractor shall include, but not be limited to:
 - 1. Payroll records accounting for total time distribution of Contractor's employees working full or part time on the work;
 - 2. Cancelled payroll checks or signed receipts for payroll payments in cash;
 - 3. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
 - 4. Paid invoices and cancelled checks for materials purchase, subcontractors, and any other third parties' charges;
 - 5. Original estimate and change order estimate files and detailed worksheets;
 - 6. All project-related correspondence; and
 - 7. Subcontractor and supplier change order files (including detailed documentation covering negotiated settlements).
- D. Owner shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this agreement (both direct and indirect costs, including overhead allocations as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. Contractor shall also be required to include the right to audit provision in the contracts (including those

EJCDC C-700 Standard General Conditions of the Construction Contract Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. With Gwinnett County DWR Modifications 06-01-16 of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

17.09 Assignment

A. 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 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 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.

END OF SECTION

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition, with Gwinnett County Department of Water Resources (GCDWR) Modifications 06-01-16. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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

SC-1.01 Definitions

SC-1.01.A.16.1 Delete Paragraph 1.01.A.16.1 in its entirety.

SC-1.01.A.29 Add the following to end of paragraph:

Owner designates the Director of the Gwinnett County Department of Water Resources to exercise all Owner authority identified in these contract Documents, except that of approval and execution of change orders. Owner is further defined as GCDWR, its authorized agents and employees as designated at a time of GCDWR's choosing. GCDWR reserves the right to revoke, in part or in whole, the agency of any party.

- SC-2.02 *Copies of Documents*
- SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:
 - A. Owner will furnish to Contractor up to four printed or hard copies of the Contract Documents, one counterpart of the executed Contract Agreement, and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.
- SC-4.02 Subsurface and Physical Conditions
- SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:
 - A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:
 - A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

- B. Not Used.
- SC-5.04 Contractor's Liability Insurance
- SC-5.04. Delete Paragraph 5.04.C in its entirety and insert the following:
 - C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage specified in the Owner's Insurance Requirements, included in these Contract Documents, or greater where required by Laws and Regulations.
- SC-5.06 Property Insurance
- SC-5.06 Delete Paragraph 5.06.A in its entirety and insert the following in its place:
 - A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall be provided as required by the Owner's Insurance Requirements.
- SC-6.02 Labor; Working Hours
- SC-6.02 Add the following subparagraph 6.02.D.1:
 - 1. The following rates or most current rates will apply for the overtime work on behalf of the Owner:

Labor Grade

Rate

N/A

- SC-6.06 Concerning Subcontractors, Suppliers, and Others
- SC-6.06 Add the following subparagraphs 6.06.B.1:
 - 1. Subcontractors, Suppliers, and Others providing the following services are to be submitted to the Owner for review and approval prior to the Effective Date of the Agreement:
 - a. Per Engineer and Owner request.
- SC-6.06 Delete Paragraph 6.06.J in its entirety and insert the following:
 - J. The Contractor shall perform a minimum percentage of the onsite labor with its own employees as directed by the Owner on a per-assignment basis.
- SC-6.08 Permits
- SC-6.08 Add the following subparagraphs 6.08.B.1:

- 1. The Owner will provide the following Permits:
 - a. United States Army Corps of Engineers Clean Water Act (latest version) Section 404 permit.
 - b. State of Georgia Environmental Protection Division Stream Buffer Variance.
 - c. Gwinnett County Land Disturbing Permit.
- SC-6.13 Safety and Protection
- SC-6.13 Delete the second sentence of Paragraph 6.13.C.
- SC-6.13.H following Paragraph 6.13.G, add the following:
 - H. Contractor's Plan for Safety Precautions and Programs
 - 1. Before any Work at the site is started, Contractor shall have prepared Contractor's written plan for Project-specific safety precautions and programs, complete with respect to procedures and actions that the Contractor intends Contractor and all others as provided in Paragraphs 6.13.A.1 and 13.02.A, to follow in order for Contractor and all others to comply with all applicable Laws and Regulations. Contractor's plan for safety precautions and programs shall have been approved and endorsed by Contractor's designated safety representative required in Paragraph 6.14.A.
 - 2. Contractor shall revise Contractor's plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the Work, Contractor's means, methods, techniques, sequences and procedures of construction, and the requirements of paragraph 13.02.A. Contractor shall disseminate the original plan and revisions to all others indicated in Paragraphs 6.13.A and 13.02.A.
 - 3. Contractor's plan for safety precautions and programs will not require more stringent safety requirements, training or other qualifications for all others, including those specified in Paragraph 13.02.A and their employees, than Contractor sets forth for comparable activity and responsibility of Contractor, Subcontractors, and Suppliers and their respective employees.
- SC-9.03 Project Representative
- SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:
 - B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be only through or with the full knowledge and approval of Contractor. The RPR shall:

- 1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 5. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 7. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be

Section 00800 Supplementary Conditions to the EJCDC C-700 Standard General Conditions of the Construction Contract With Gwinnett County DWR Modifications 06-01-16 Page 4 of 10

corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. Inspections, Tests, and System Startups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
- 11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

SC-9.11 Following Paragraph 9.10.A add the following:

SC-9.11 Engineer/Designer Coordination

- A. The Engineer shall call for the services of the Designer in the following activities:
 - 1. When, in the opinion of the Engineer, the Engineer does not have sufficient knowledge to perform the review, performing technical reviews of shop drawings, product data and samples, after the Engineer has reviewed and deemed them acceptable for a detailed review.
 - 2. Interpreting the intent of the Contract Documents, when in the opinion of the Engineer, the intent is not apparent.

Section 00800 Supplementary Conditions to the EJCDC C-700 Standard General Conditions of the Construction Contract With Gwinnett County DWR Modifications 06-01-16 Page 6 of 10

- 3. Reviewing proposed change orders, when such changes may affect the intent of the original design.
- 4. Responding to the Contractor's Requests for Information, when in the opinion of the Engineer, the Engineer does not have sufficient knowledge to respond to the request.
- 5. Reviewing changes to the Project, which have first been reviewed and recommended by the Engineer for acceptance, as to their effect on the intent of the original design.
- 6. Performing a final pre-start-up inspection.
- 7. Observing the final testing and start-up of the Project.
- 8. Determining that the Project is ready for final acceptance.
- 9. Performing technical reviews of operation and maintenance manuals, after the Engineer has reviewed and deemed them acceptable for a detailed review.
- 10. Attending progress meetings at the request of the Owner or Engineer.
- B. The Engineer shall provide the Designer with the following:
 - 1. Minutes of all meetings between the Engineer and Contractor.
 - 2. An updated Schedule of Submittals, as prepared by the Contractor.
 - 3. A copy of all the Engineer's responses to Requests for Information.
- C. All communication between the Designer and the Contractor shall go through the Engineer. There shall be no duties or responsibilities between the Contractor and Designer.
- D. The Owner shall decide all conflicts between the Engineer and Designer when the conflicts are based on opinion or interpretation of the Contract Documents.

SC-12.03 Delays

- SC-12.03. C. Add the following paragraphs to the end of Paragraph 12.03.C:
 - 1. If the basis exists for an extension of time in accordance with Paragraphs 12.03.A. and 12.03.C. of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.
 - 2. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for Gwinnett County, Georgia. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
14	14	10	7	6	3	4	2	2	3	5	9

- 3. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and/or suspended by cause of adverse weather. Suspension of construction activity for the number of days each month, as listed in the Standard Baseline, is included in the Work and is not eligible for extension of Contract Time.
- 4. Adverse weather is defined as the occurrence of one or more of the following conditions, which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure,
 - b. Temperatures which do not rise above 32 degrees F by 10:00 a.m., local time.
 - c. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., local time, if any is specified,
 - d. Sustained wind in excess of twenty-five (25) m.p.h.
 - e. Standing snow in excess of one inch (1.00").
- 5. Adverse weather may include, if appropriate, "dry-out" or "mud" days: a. For rain days above the Standard Baseline
 - b. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings; and,
 - c. At a rate no greater than one (1) make-up day for each day, or consecutive days, of rain beyond the Standard Baseline that total one inch (1.00") or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- 6. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day, including a weekend day(s), if Contractor has approved, scheduled construction activity that day.
- 7. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the Standard Baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days

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- in which such applicable construction activities are expected to be prevented and suspended. If the project includes construction of a building, no extension will be made for days of adverse weather occurring after building is "dried in".
- Use a copy of the Weather Delay Monthly Report found in the Specifications 8. General Requirements Section 01 00 00, Paragraph 3.45.B., indicating for each calendar month, the days on which construction activity affecting the critical path of the Work was prevented by adverse weather conditions, as outlined in Paragraph Mark the column for the general cause; and under "Specific 12.03.C.4. Description", indicate corresponding measurement of precipitation, temperature, wind, or other influencing factors, and list the construction activity that was scheduled and delayed. At the end of the month, at the bottom of the form, add up the number of delay days and enter in the box next to row "(a)", enter the Standard Baseline days for that corresponding month in the box next to row "(b)". Subtract row (b) value from row (a) value and enter that value in the last box next to "Claimable Days", enter -0-, if a negative number. Submit a copy of the completed Weather Delay Monthly Report with the next application for payment and with subsequent claim for Time Extension. Claims for time extension based upon weather delays will be denied if a submitted Report does not corroborate the claim, or if no report was submitted when it was required in accordance with this paragraph.
- 9. Submit daily jobsite logs showing which, and to what extent, construction activities have been affected by weather on a monthly basis.
- 10. To support claim for time extension, submit actual weather data obtained from nearest NOAA weather station, or other independently verified source approved by Owner's representative at beginning of the project.
- 11. Use Standard Baseline data provided in Paragraph 12.03.C.2, when documenting actual delays due to adverse weather in excess of the average climatic range.
- 12. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Articles 12.02 and 10.05 of the General Conditions.
- 13. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of Articles 8.07, 10.03, 10.05, and 12.02 of the General Conditions.

SC-14-02.A.1 Following this Paragraph add the following:

a. "Other documentation" shall be accepted only if a written price quote from the vendor is submitted with the Application for Payment and the bill of sale and/or invoice stating that the actual amount paid by the Contractor is submitted within 30 days of the Application for Payment.

SC-14.02 Progress Payments

SC-14.02.A.3.b Delete 14.02.3.b in its entirety and replace with the following:

b. The Owner shall retain an amount not exceeding five percent (5%) of the gross value of the completed work as may be provided for in the contract.

SC-14.02.D. Reduction in Payment:

SC-14.02.D After paragraph 14.02.D. 4.b, add the following:

d. The following rates or most current rates will apply for the additional services performed by the Engineer on behalf of the Owner:

Labor Grade

Rate

N/A

SC-ARTICLE 17 - MISCELLANEOUS

SC-17.09 After 17.09 add the following:

17.10 Delinquent Contractors

A. The Owner shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the Owner for taxes. The Owner shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the Owner to offset any taxes owed against said debt.

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BOND # ASA1907-69-0084

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that	
Clean Water Consultants, Inc.	
(Name of Contractor)	
20 Business Center Drive, Winder, GA 30680-3007	Payment & Performance Bonds
(Address of Contractor)	Approved: Yes _/_ No
a Corporation	A.M. Best Rating: $\triangle + \times V$
(Corporation, Partnership or Individual)	Licensed in GA: Yes V No
hereinafter called Principal, and	Fed. Reg. Listed: Yes Vo
Hudson Insurance Company	
(Name of Surety)	
100 William Street, 5th Floor, New York, NY 10038	
(Address of Surety)	
a Corporation of the State of $\underline{Delaware}$, and a surety authorized by Surety, are held and firmly bound unto	y law to do business in the State of Georgia, hereinafter called
Gwinnett County Board of Commissioners Name of Obligee)	
75 Langley Drive, Lawrenceville, Georgia 30046 (Address of Obligee)	
hereinafter referred to as Obligee, are held and firmly bound unto sai machinery, supplies, or material under or for the purpose of the One Million and no/100	
	. Dollars
(\$ 1,000,000.00) in lawful money of the United States, for tourselves, our heirs, executors, administrators and successors, join	the payment of which sum will and truly to be made, we bind tly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

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ATMEST!	Clean Water Consultants, Inc.
ORPO	(Principal)
(Principal Secretary)	By: Juana H Cox
(SEAL)001 (SEAL)001 (Witness as to Principal) 20 Business Center Drive, Winder, GA 30680-3007	20 Business Center Drive, Winder, GA 30680-3007 (Address)
(Address)	
	Hudson Insurance Company
ATTEST:	(Surety) By: W. Wyley Alg
Resident of Nonresident Agent	(Attorney-in-Fact) W. Wesley Hamilton
Michael J. Brown	
S SEARCH ST.	2500 Cumberland Parkway, Ste. 400
Millians as a Surah	_ (Address)
(Witness as to Surety)	Atlanta, GA 30339
The state of the s	
2500 Cumberland Parkway, Ste. 400	
(Address)	
Atlanta, GA 30339	

Print Name W. Wesley Hamilton

Company Name Sterling Seacrest Pritchard, Inc.

E-Mail whamilton@sspins.com

Phone 678-424-6500

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.



ASA1907-69-0084

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and Douglas L. Rieder, John W. Miller, II, Brian M. Perry, Margaret S. Meyers, appoint

William H. Griffin, Pamela K. Hays, W. Wesley Hamilton, Michael J. Brown

of the state of Georgia

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this <u>28th</u> day of <u>November</u>, 20 <u>22</u> at New York, New York.

porate seal

Dina Daskalakis No. 01MU6067553

Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK.

HUDSON INSURANCE COMPANY

Michael P. Cifone Senior Vice President

On the <u>28th</u> day of <u>November</u>, 20 <u>22</u> before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County

Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.'

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said

(Corporate seal)

Dina Daskalakis, Corporate Secretary

day of

Packet page:...

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BOND #_ASA1907-69-0084

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that	
Clean Water Consultants, Inc.	
(Name of Contractor)	Doument 9 Deviews
20 Business Center Drive, Winder, GA 30680-3007	Payment & Performance Bonds
(Address of Contractor)	Approved: Yes No
a Corporation	A.M. Best Rating: <u>A+XU</u>
(Corporation, Partnership or Individual)	Licensed in GA: Yes _ V No
	Fed. Reg. Listed: Yes 📈 No
hereinafter called Principal, and	
Hudson Insurance Company	
(Name of Surety)	
100 William Street, 5th Floor, New York, NY 10038	
(Address of Surety)	
a Corporation of the State of $\underline{Delaware}$, and a surety authohereinafter called Surety, are held and firmly bound unto	rized by law to do business in the State of Georgia,
Gwinnett County Board of Commissioners	
(Name of Obligee)	
75 Langley Drive, Lawrenceville, Georgia 30046 (Address of Obligee)	
hereinafter called Obligee;	
for the use and protection of all subcontractors and all pers materials and/or equipment in the prosecution of the work pro- full and just sum of <u>One Million and no/100</u>	cons supplying labor, services, skill, tools, machinery, ovided for in the contract hereinafter referred to in the
	Dollars
$\begin{tabular}{ll} (\$_1,000,000.00 &) in lawful money of the United Stamade, the Principal and Surety bind themselves, their, a successors and assigns, jointly and severally, firmly by these $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000.00) $$ (\$_1,000$	ates, for the payment of which sum, will and truly to be and each of their heirs, executors, administrators, presents.
The condition of this obligation is such, as whereas the Princip the Obligee.	pal entered into a certain contract, hereto attached, with
NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS Sperform said Contract according to its terms, covenants, and clabor, materials services, skill, tools, machinery and/or equipments.	conditions, and shall promptly pay all persons furnishing

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

this obligation shall be void; otherwise it shall remain in full force and effect.

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PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

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(Principal Secretary) (SEAL) (Witness as to Principal) 20 Business Center Drive, Winder, GA 30680-3007	Ву:	Clean Water Consultants, Inc. (Principal) Juana Coy 20 Business Center Drive, Winder, GA 30680-3007 (Address)
ATTEST: Resident or Nonresident Agent Michael F. Brown		Hudson Insurance Company (Surety) By: (Attorney-in-Fact) W. Wesley Hamilton
(Witness as to Surety)		2500 Cumberland Parkway, Ste. 400 (Address) Atlanta, GA 30339
2500 Cumberland Parkway, Ste. 400 (Address) Atlanta, GA 30339	_	

BONDING AGENT CONTACT INFO			
W. Wesley Hamilton			
Sterling Seacrest Pritchard, Inc.			
whamilton@sspins.com			
Phone 678-424-6500			

NOTE: If Contractor is Partnership, all partners should execute Bond. 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.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.



ASA1907-69-0084

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and Douglas L. Rieder, John W. Miller, II, Brian M. Perry, Margaret S. Meyers, appoint

William H. Griffin, Pamela K. Hays, W. Wesley Hamilton, Michael J. Brown

of the state of Georgia

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 28th day of November, 20 22 at New York, New York.

porate seal)

Dina Daskalakis No. 01MU6067553

Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK.

HUDSON INSURANCE COMPANY

Michael P. Cifone Senior Vice President

On the <u>28th</u> day of <u>November</u>, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

day of

Witness the hand of the undersigned and the seal of said Corporation this

(Corporate seal)





Dina Daskalakis, Corporate Secretary

Packet page:...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not come rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTACT NAME: Alex Szalwinski						
OLUM OLUMBAN LINE										
2500 Cumberland Pkwy INSURANCE REQUIREMEN Suite 400				REQUIREMEN	ADDRE	ss: aszalwins	ki@sspins.co	1,		
	anta GA 30339			ROVED				DING COVERAGE		NAIC#
			5	License#: 70726		R A : Cincinna				28665
INSU	RED BY:	O		DATE: IGHEAYYATIP2	INSURE	кв: Hartford	Accident & In	demnity Company A	(V	22357
Cle	RED ATE Business Center Drive	4		CED: INNIAN	INSURE	Rc: Colony Ir	nsurance Co	A-XIII		39993
				GED: 1013124	NSURE	RD:				
	D	G	F #	OF 10	INSURE	RE:				
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CO	VERAGES CER	TIFIC	CATE	NUMBER: 158801875	- DEE	N IOOUED TO		REVISION NUMBER:	E DOL	ICY DEDIOD
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	i	
С	X COMMERCIAL GENERAL LIABILITY			PACE4278443		2/4/2024	2/4/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,0	000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 100,00	0
		. /						, , , , ,	\$ 10,000	
		~	./						\$ 1,000,0	. /
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 2,000,0	
	X POLICY PRO-							111000010	\$ 2,000,0	000
В	OTHER: AUTOMOBILE LIABILITY			20UECEM2567		2/11/2024	2/11/2025	COMPUSED ONIOLE LIMIT	\$ \$1,000	2000
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	EXCESS LIAB CLAIMS-MADE	DE / /	/					AGGREGATE	\$	
	DED RETENTION\$								\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC 0644117		2/4/2024	2/4/2025	X PER STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	/					E.L. EACH ACCIDENT	\$ 1,000,	000
	(Mandatory in NH)		~					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below					01116-2-1	01410005		\$ 1,000,	
A C	Rented/Leased Equipment Pollution+Professional Liability			EPP 0644118 PACE4278443		2/4/2024 2/4/2024	2/4/2025 2/4/2025	Limit Limit	\$1,000	
*(C0 *(C0 *(EF *(EF *(H)	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *(CG2037-1219) Add'l Insured - Owners, Lessees or Contractors - Where Required by Written Contract - Completed Operations *(CG2010-1219) Add'l Insured - Owners, Lessees or Contractors - Where Required by Written Contract - Scheduled Person or Organization *(EPACE 107-0714) Primary and Non-Contributory - Other Insurance Condition *(EPACE 113-0714) Waiver of Subrogation - Where Required by Written Contract *(HA99160312) Commercial Automobile Broad Form Endt - Including Add'l Insured When Required by Written Contract & Waiver of Subrogation *(CA994410) Loss Payable Clause *(WC000313) Waiver Our Right to Recover from Others Endorsement									
CFF	RTIFICATE HOLDER				CANO	CELLATION				
					ACC	EXPIRATION CORDANCE WI	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B EY PROVISIONS.		
	Lawerenceville GA 30045					AUTHORIZED REPRESENTATIVE				

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer rights i	O tile c	ertineate noi	dor ar nod or o			<i>,</i> .			
PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy					CONTACT NAME: PHONE [A/C, No, Ext): 678-424-6500 FAX (A/C, No):				
Suite 400				E-MAIL ADDRESS:					
Atlanta GA 30339					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
			License#: 70726	INSURE	RA: Cincinna	ti Specialty U	nderwriters Insurance Co		13037
INSURED GWINNETT COUNTY BOARD OF CO	NARAIC	CIONEDO	CLEAWAT-02						
75 LANGLEY DR	PINIINI	SIUNERS		INSURE	RC:				
Lawrenceville GA 30046				INSURE	RD:				
Zawionovino or coo to				INSURE	RE:				
				INSURE					
COVERAGES CER	TIEIC	TE NUMBE	R: 970090823	INOUNCE			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY	OF IN EQUIRE PERTA	SURANCE LIS MENT, TERM IN. THE INSUI	TED BELOW HA OR CONDITION RANCE AFFORD	OF ANY	/ CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPEC	JI TO W	HICH THIS
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INSR TYPE OF INSURANCE	INSD V	vvp l	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YŸŸY)	LIMIT		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
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OTHER:							COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY							(Ea accident)		
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
All 100 ONE!								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE	.						AGGREGATE	\$	
TOD MINO NO IO	1							\$	
DED RETENTION \$ WORKERS COMPENSATION	 						PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y/N									
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A Owners and Contractors Protective		CSU02410	018		10/3/2024	10/3/2025	Each Occurence Aggregate	\$1,000 \$1,000	,000 V ,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) - Designated Contractor: Clean Water Consultants, Inc									
CERTIFICATE HOLDER				CANC	ELLATION				
Gwinnett County Board of Commissioners 75 Langley Drive			THE ACC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			ED BEFORE IVERED IN		
Lawerencéville GA 30045 USA				AUTHO	AUTHORIZED REPRESENTATIVE				MILLION 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	

A. Section XX. WHO IS AN INSURED, Coverage Part 1 and Part 2 is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage**, or **cleanup costs** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Liability shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	

- A. Section XX. WHO IS AN INSURED, Coverage Part 1 and Part 2 is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for bodily injury, property damage, personal and advertising injury, environmental damage, or cleanup costs caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EPACE101-0814

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Page 1 of 2

with its permission.

PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

Person(s) or Organization(s): Where Required By Written Contract

Section XXIII. CONDITIONS, 14. Other Insurance is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

- 1. The person(s) or organization(s) listed in the SCHEDULE is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(ies) or Organization(s):

Where Required By Written Contract

Section XXIII. CONDITIONS, 17. Subrogation is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a **loss** or **claim**, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.
- **D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or **Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured regard to the ownership. maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement;
 or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:
 - \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

 A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas. b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02-04-2023 Policy No.EWC 064 41 17-01 Endorsement No.

Insured CLEAN WATER CONSULTANTS INC

Insurance Company THE CINCINNATI CASUALTY COMPANY

Premium \$INCL

Countersigned by ____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

Packet page:...

Bryant, Brittany

From:

Amber Powell < Amber@cleanwaterconsultants.com>

Sent:

Wednesday, October 2, 2024 8:39 AM

To:

Bryant, Brittany

Cc:

Joseph Carter; Kim Towery; Brad Brezina; aszalwinski@sspins.com

Subject:

RE: Meeting for today

Importance:

High

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening links, attachments, or responding. When in doubt, contact phishing@gwinnettcounty.com.

Brittany,

Please see the response below from our insurance company. Please reply all to this email if you have any questions.

- 1. Please confirm that there is additional insured for General, Auto and Umbrella Liability. Email confirmation is sufficient. Blanket Additional Insd endorsement is included on the GL and Auto policies. Umbrella policy follows the underlying.
- 2. Please confirm there is waiver of subrogation for General, Auto, Umbrella Liabilities, and workers compensation. Email confirmation is sufficient. Blanket Waiver of Subrogation endorsement is included on the GL, Auto, and WC policies. Umbrella policy follows the underlying.
- 3. Please confirm if the COI submitted includes OCP, if not, please submit an updated COI. COI does not include OCP coverage Brad advised that this did not need to be a part of this COI. IF Gwinnett Co require an OCP, we need to know a limit of coverage.



GDOT DBE Certified

Amber Powell

Administrative Assistant

Office:770.868.1371 Direct:404.217.1535 Fax:770.867.0976

Address: 20 Business Center Drive

Winder, Ga 30680

Website: www.cleanwaterconsultants.com Email: amber@cleanwaterconsultants.com

From: Bryant, Brittany <Brittany.Bryant@gwinnettcounty.com>

Sent: Wednesday, October 2, 2024 7:34 AM

To: Amber Powell < Amber@cleanwaterconsultants.com>

Subject: Meeting for today

Hi Amber,

I wanted to supply a reason for not accepting the meeting this morning.

Please email me your questions/explanation regarding the COI requirements and I will forward them to our Risk department as they will be better suited to understand the insurance questions. Also, the COI should be submitted as requested in the invitation. Any changes should have been requested while the solicitation was open.

Thanks,



Gwinnett County Government I (770) 822-7759
75 Langley Drive, Lawrenceville, GA 30046
www.gwinnettoounty.com Brittany Bryant, CPPB | Purchasing Associate III

This email message and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Please notify the sender immediately if you have received this email by mistake and delete this email from your system. If you are the intended recipient, please check this email and any attachments for the presence of viruses, as Gwinnett County accepts no liability for any damage caused by any virus transmitted by this email. In addition, emails sent or received by Gwinnett County employees are subject to the Georgia Open Records Act (hereinafter the "Act"). Unless otherwise exempted from the Act, senders and receivers of emails shall presume that the emails will be released upon request and are subject to state records retention requirements.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Forward this email to support@cleanwaterconsultants.com if you belive the contents of this message appear to be malicious.



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

Solicitation Name & No. RP021-24 - Provision of Watershed Improvements on an Annual Contract

CONTRACTOR AFFIDAVIT AND AGREEMENT (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

239203	10/2009
E-Verify * User Identification Number	Date Registered
Clean Water Consultants Legal Company Name	
20 Business Center Drive Street Address	
Winder, GA 30680	
City/State/Zip Code	06/20/2024
BY: Authorized Officer or Agent (Contractor Signature)	Date
President	For Gwinnett County Use Only:
Title of Authorized Officer or Agent of Con-	tractor Document ID #
Juana H. Cox	Issue Date:
Printed Name of Authorized Officer or Age	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ALL DAY OF LIXTURE , 20.	THE REPORT OF THE PROPERTY OF
Notary Public My Commission Expires: Jan. 18, 2020	Strand Public Comments of the
* As of the effective date of O.C.G.A. 13-10-91, the app	olloable federal work คนุโทยใช้ อนิกา เหอสาก is "E-Verify" operated by the U.S. Citizenship and of Homeland Security Administration (SSA).



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES **PURCHASING DIVISION**

75 Langley Drive | Lawrenceville, GA 30046-6935 O: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

Bid # & Description RP021-24 - Provision of Watershed Improvements on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

٠.	Third to the tangent and t	
1.	Clean Water Consultants	
•	Company Submitting Bid/Proposal	
2.	Please select one of the following: ☑ No information to disclose (complete only sect ☐ Disclosed information below (complete section	
3.	If additional space is required, please attach list:	
	Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
	Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
4.	BY: Juanal Officer or Agent Signature	Sworn to and subscribed before me this
	Juana H. Cox	day of JUDP HATER POWER
Pı	rinted Name of Authorized Officer or Agent President	Notary Public EXPIRES
Ti	itle of Authorized Officer or Agent of Contractor	Notary Public EXPIRES GEORGIA January 18, 2026 January 18, 2026 PUBLIC CTS ON COUNTY
	Note: See Gwinnett County Code of E	thics Ordinance EO2011, Sec. 54-33. The

ordinance will be available to view in its' entirety at GwinnettCounty.com

RP021-24

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON- RESPONSIVE.

BEST AND FINAL OFFER

FEE SCHEDULE (Per Addendum #1)

Proposer submits the following Unit Prices for the Watershed Improvements on an Annual Contract. The cost of Work to be included within each Item in the Unit Price Schedule is described in Section 01 22 00 - Unit Prices and the Specifications.

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
TEMP	ORARY FEN	CING				
1	01 56 26	ORANGE BARRIER FENCING	12,000	LF	\$1.76	\$21,095.49
2	01 56 26	TEMPORARY CHAIN LINK FENCING	100	LF	\$7.80	\$780.03
3	01 56 26	TEMPORARY WELDED WIRE FENCING	100	LF	\$8.12	\$812.13
EXPLO	RATORY A	ND REMOVAL ITEMS				
4	02 32 19	BENTONITE	1000	LB	\$1.53	\$1,530.56
5	02 41 13	PARTIAL DEPTH ASPHALT REMOVAL (MILLING)	100	CY	\$ _{174.52}	\$ 17,451.70
6	02 41 13	FULL DEPTH ASPHALT REMOVAL	50	CY	\$59.35	\$2,967.26
7	02 41 13	CONCRETE PAVEMENT REMOVAL	50	CY	\$77.89	\$3,894.61
8	02 41 13	REMOVAL OF EXISTING CURB OR CURB AND GUTTER, ANY TYPE	250	LF	\$ 34.94	\$8,735.33
9	02 41 13	REMOVAL OF EXISTING STORM DRAIN	PIPE			
А		4-IN TO 12-IN DIAMETER	10	LF	\$17.01	\$170.14
В		15-IN TO 30-IN DIAMTER	50	LF	\$38.67	\$1,933.61
С		36-IN TO 48-IN DIAMETER	50	LF	\$67.39	\$3,369.66
D		54-IN TO 60-IN DIAMETER	25	LF	\$89.23	\$ 2,230.71
10	02 41 13	REMOVAL OR ABANDONMENT OF EX DRAIN STRUCTURE				
А		MANHOLES, INLETS, AND CATCH BASINS, ≤ 20 SF INNER CROSS- SECTIONAL AREA, ≤ 8-FT HEIGHT	1	EA	321.02 \$	\$321.02 \$
В		MANHOLES, INLETS, AND CATCH BASINS, ≤ 20 SF INNER CROSS- SECTIONAL AREA, > 8-FT HEIGHT	1	EA	\$42.37	\$542.37

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPF ANNUA	1	UNIT PRICE	TOTAL PRICE
C		MANHOLES, INLETS, AND CATCH BASINS, > 20 SF INNER CROSS- SECTIONAL AREA, ≤ 8-FT HEIGHT	1	EA	629.46 \$	629.46 \$
D		MANHOLES, INLETS, AND CATCH BASINS, > 20 SF INNER CROSS- SECTIONAL AREA, > 8-FT HEIGHT	1	EA	1,038.61 \$	1,038.61 \$
Е		PVC STRUCTURES, ALL SIZES	1	EA	\$120.64	\$120.64
F		HEADWALLS, ENDWALLS, END SECTIONS, ALL SIZES	1	EA	\$ 210.34	\$210.34
11	02 41 13	FENCE REMOVAL				
А		CHAIN LINK FENCE, 4-FT HEIGHT	20	LF	\$4.20	\$84.02
В		CHAIN LINK FENCE, 6-FT HEIGHT	50	LF	\$6.64	\$332.22
С		CHAIN LINK FENCE, 8-FT HEIGHT	20	LF	\$9.28	\$185.70
D		WOOD FENCE, ALL SIZES	20	LF	\$14.33	\$286.62
12	02 41 13	SELECTIVE TREE REMOVAL	•			
А		PER TREE, OVER 12-IN UP TO 24-IN (DBH)	40	EA	\$ _{942.51}	\$37,700.38
В		PER TREE, OVER 24-IN UP TO 36-IN (DBH)	8	EA	\$2,004.32	\$ 16,034.59
С		PER TREE, OVER 36-IN UP TO 48-IN (DBH)	4	EA	\$3,101.93	\$ _{12,407.72}
D		PER TREE, OVER 48-IN (DBH)	2	EA	\$4,300.95	\$8,601.89
Е		TREE REMOVAL CREW HALF DAY	5	EA	\$2,863.32	\$14,316.60
F		TREE REMOVAL CREW FULL DAY	2	EA	\$ 5,726.64	\$11,453.28
13	02 41 13	STUMP GRINDING				
А		UP TO 12-IN DIAMETER AT GROUND LEVEL	5	EA	\$ _{178.96}	\$864.79
В		12-IN TO 24-IN DIAMETER AT GROUND LEVEL	5	EA	\$202.82	\$1,014.09
С		OVER 24-IN DIAMETER AT GROUND LEVEL	5	EA	\$298.26	\$1,491.31

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FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON- RESPONSIVE.

BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
14	02 42 00	SOLID WASTE DISPOSAL	50	TON	\$88.74	\$4,437.11
15	02 42 00	INERT WASTE DISPOSAL	200	CY	\$ 35.59	\$7,118.76
CONC	RETE					
16	03 30 00	CONCRETE STRUCTURES, CAST-IN-PLA REINFORCING STEEL	CE, INCL	.UDING		
А		CLASS AAA (5,000 PSI)	5	CY	\$2,744.02	\$13,720.08
В		CLASS AA1(4,500 PSI)	5	CY	\$2,684.36	\$13,421.81
С		CLASS A (3,000 PSI)	5	CY	\$2,624.71	\$13,123.55
D		CLASS B (2,200 PSI)	5	CY	\$2,207.14	\$11,035.71
17	03 30 00	FLAT WORK CONCRETE, CAST-IN-PLAC	FLAT WORK CONCRETE, CAST-IN-PLACE			
А		CLASS AAA (5,000 PSI)	10	CY	\$2,386.10	\$23,861.00
В		CLASS AA1(4,500 PSI)	10	CY	\$2,326.45	\$23,264.48
С		CLASS A (3,000 PSI)	10	CY	\$2,207.14	\$22,071.43
D		CLASS B (2,200 PSI)	10	CY	\$2,087.84	\$20,878.38
18	03 62 00	GROUTING (NON-PRESSURE)	10	CY	\$1,912.20	\$ 19,122.03
META	LS AND SPE	CIALTIES				
19	05 52 00	GALVANIZED METAL RAILING (TOP RAIL, MID RAIL, OR BOTTOM RAIL)	50	LF	\$ 149.51	\$ 7,475.29
20	10 14 00	TEMPORARY PROJECT SIGN				
А		LARGE (8FT X 4FT)	1	EA	\$2,120.18	\$2,120.18
В		MEDIUM (4FT x 2FT)	2	EA	\$1,774.40	\$3,548.81
С		SMALL (2.25 FT x 1.5 FT)	5	EA	\$210.43	\$1,052.13
21	10 14 00	INTERPRETIVE SIGN	1	EA	\$223.96	\$223.96
22	10 14 00	MITIGATION BOUNDARY SIGN	2	EA	\$78.14	\$ 156.28
23	10 14 00	PREFABRICATED SIGNAGE	10	SF	\$17.50	\$ 175.03

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BEST AND FINAL OFFER

FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPF ANNUA		UNIT PRICE	TOTAL PRICE
24	10 89 01	FISH STOCKING	250	LB	\$99.72	\$24,931.00
25	10 89 01	ELECTROFISHING	2	AC	\$2,119.14	\$4,238.27
CLEAR	CLEARING AND EARTHWORK					
26	31 05 16	AGGREGATE STONE				
А		NO. 3 STONE	10	CY	\$90.55	\$905.55
В		NO. 4 STONE	10	CY	\$90.55	\$905.55
С		NO. 5 STONE	10	CY	\$90.55	\$905.55
D		NO. 57 STONE	25	CY	\$90.55	\$2,263.87
Е		NO. 8 STONE	10	CY	\$98.72	\$987.16
F		NO. 89 STONE	25	CY	\$98.72	\$2,467.89
G		GRADED AGGREGATE BASE	25	CY	\$71.53	\$1,788.14
Н		PEA GRAVEL	10	CY	\$216.42	\$2,164.24
27	31 05 19.19	GEOGRID REINFORCEMENT	100	SY	\$7.76	\$775.94
28	31 05 19.19	GEOCELL CONFINEMENT SYSTEM, 4" CELL DEPTH	80	SY	\$9.68	\$774.19
29	31 10 00	CLEARING AND GRUBBING, MULCH ON SITE	5.0	AC	\$20,281.85	\$ _{101,409.25}
30	31 10 00	CLEARING AND GRUBBING, HAUL OFF SITE	1.0	AC	\$22,667.95	\$ 22,667.95
31	31 10 00	SELECTIVE TREE PRUNING				
А		TREE PRUNING CREW HALF DAY	4	EA	\$2,147.49	\$8,589.96
В		TREE PRUNING CREW FULL DAY	2	EA	\$4,294.98	\$8,589.96
32	31 10 00	BRUSH CUTTING				
А		BRUSH CUTTING CREW HALF DAY	2	EA	\$1,789.58	\$3,579.15
В		BRUSH CUTTING CREW FULL DAY	1	EA	\$2,863.32	\$2,863.32

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FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON- RESPONSIVE.

BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
33	31 10 00	SHRUB TRIMMING				
Α		SHRUB TRIMMING CREW HALF DAY	2	EA	\$2,147.49	\$4,294.98
В		SHRUB TRIMMING CREW FULL DAY	1	EA	\$4,294.98	\$4,294.98
34	31 23 00	UNCLASSIFIED EXCAVATION AND FILL	5,000	CY	\$24.34	\$ _{121,683.53}
35	31 23 00	IMPORTED FILL	200	CY	\$33.66	\$6,732.31
36	31 23 00	TRENCH EXCAVATION - ADDITIONAL DEPTH	200	CY	\$41.22	\$8,243.74
37	31 23 00	CHANNEL EXCAVATION	600	CY	\$33.76	\$20,258.36
38	31 23 00	ROCK EXCAVATION (0-100 CY PER PROJECT)	10	CY	\$ _{145.53}	\$ _{1,455.30}
39	31 23 00	SPOIL REMOVAL	2,000	CY	\$25.04	\$50,081.84
40	31 23 00	POND SEDIMENT REMOVAL - WET SEDIMENT	200	CY	\$44.45	\$8,889.06
41	31 23 19	TEMPORARY STREAM BYPASS PUM	PING		\$	\$
Α		PUMP SIZE ≥ 6" AND < 8"	10	DAY	\$1,613.67	\$16,136.69
В		PUMP SIZE ≥ 8"	5	DAY	\$1,945.21	\$9,726.03
42	31 23 23.33	FLOWABLE FILL	3	CY	\$600.34	\$1,801.01
43	31 23 34	ENGINEERED SOIL MEDIA	200	CY	\$ 348.94	\$69,787.01
EROSI	ON AND SEDIN	MENTATION CONTROLS				
44	31 25 00	TEMPORARY SEEDING	10,000	SY	\$ 0.34	\$ 3,400.75
45	31 25 00	FLOCCULANTS AND COAGULANTS				
А		POWDERED FLOCCULANT	10	LB	\$9.33	\$93.34
В		FLOCCULANT LOGS	5	EA	\$123.44	\$617.21
С		LIQUID FLOCCULANT	5	GA	\$85.15	\$425.74
46	31 25 00	TACKIFIER	25	LB	\$16.46	\$411.45

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BEST AND FINAL OFFER

FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
47	31 25 00	CHECK DAM - STONE	10	CY	\$111.32	\$1,113.17
48	31 25 00	STRAW BALES (STAKED)	50	EA	\$ 20.33	\$ 1,016.33
49	31 25 00	FILTER SOCKS				
А		SMALL (UP TO 12-IN DIAMETER)	20	LF	\$9.19	\$183.79
В		LARGE (UP TO 18-IN DIAMETER)	10	LF	\$16.86	\$ 168.62
50	31 25 00	COIR WATTLE (6-IN To 12-IN DIAMETER)	20	LF	\$21.29	\$425.88
51	31 25 00	STRAW WATTLE (6-IN To 12-IN DIAMETER)	20	LF	^{\$} 6.43	^{\$} 128.64
52	31 25 00	COIR LOG (15-IN TO 20-IN DIAMETER)	10	LF	\$32.65	\$326.48
53	31 25 00	CONSTRUCTION EXIT	2	EA	\$3,009.57	\$6,019.13
54	31 25 00	TEMPORARY DOWNDRAIN STRUCTURE	25	LF	\$ _{11.27}	\$ _{281.64}
55	31 25 00	ROCK FILTER DAM	1	CY	\$111.32	\$111.32
56	31 25 00	SILT BAG	2	EA	\$264.34	\$528.68
57	31 25 00	SILT FENCE - TYPE S	2,500	LF	\$4.98	\$12,442.37
58	31 25 00	INLET SEDIMENT TRAP	10	EA	\$109.06	\$1,090.56
59	31 25 00	SKIMMER	1	EA	\$1,331.21	\$1,331.21
60	31 25 00	TEMPORARY BRIDGE STREAM CROSSING	1	LF	\$ 1,099.66	\$ 1,099.66
61	31 25 00	TURBIDITY CURTAIN	70	LF	\$12.43	\$869.83
62	31 25 00	CONCRETE WASHOUT STRUCTURE	1	EA	\$437.38	\$437.38
63	31 25 14.13	FLEXIBLE GROWTH MEDIUM (FGM)				
А		SLOPES ≤ 3H to 1V	0.5	AC	\$4,472.33	\$2,236.16
В		SLOPES > TO 3H to 1V and ≤ 2H to 1V	0.5	AC	\$ _{5,161.78}	\$2,580.89
С		SLOPES > 2H to 1V and ≤ 1H to 1V	0.5	AC	\$5,851.24	\$2,925.62

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BEST AND FINAL OFFER

FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
D		SLOPES > 1H to 1V	0.5	AC	\$6,540.69	\$3,270.35
Е		BELOW RECP OR TRM	0.5	AC	\$2,403.96	\$1,201.98
64	31 25 14.13	BONDED FIBER MATRIX (BFM)				
А		SLOPES ≤ 3H to 1V	0.5	AC	\$3,459.25	\$1,729.63
В		SLOPES > 3H to 1V and ≤ 2H to 1V	0.5	AC	\$3,979.86	\$1,989.93
С		SLOPES > 2H to 1V and ≤ 1H to 1V	0.5	AC	\$4,500.47	\$2,250.23
D		SLOPES > TO 1H to 1V	0.5	AC	\$5,021.08	\$2,510.54
Е		BELOW RECP OR TRM	0.5	AC	\$1,918.53	\$ 959.27
65	31 25 14.13	STABILIZED MULCH MATRIX (SSM)				
А		SLOPES ≤ 3H to 1V	0.5	AC	\$3,979.86	\$1,989.93
В		SLOPES > 3H to 1V and ≤ 2H to 1V	0.5	AC	\$4,500.47	\$2,250.23
С		BELOW RECP OR TRM	0.5	AC	\$ 1,918.53	\$ 959.27
66	31 32 01	STRAW-BASED EROSION CONTROL I	MATTING			
А		SINGLE NET STRAW MATTING	4,000	SY	\$1.44	\$5,756.68
В		DOUBLE NET STRAW MATTING	2,000	SY	\$1.50	\$2,990.90
67	31 32 01	WOOD FIBER (EXCELSIOR) EROSION CONTROL MATTING	2,000	SY	\$ 1.83	\$ 3,666.29
68	31 32 01	COIR FABRIC				
А		COIR BLANKET (UNIT WEIGHT - 10.5 TO 18 OZ./SY)	5,000	SY	\$ _{9.67}	\$ _{48,332.83}
В		COIR BLANKET (UNIT WEIGHT - 18.1 TO 25.9 OZ./SY)	3,000	SY	\$ _{11.35}	\$ 34,049.30
С		COIR MATTRESS (UNIT WEIGHT - 26.0 OZ./SY OR GREATER)	1,000	SY	\$ _{13.38}	\$ 13,384.73

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BEST AND FINAL OFFER

FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
STABI	LIZATION AND	SHEETING ITEMS				
69	31 32 19.16	GEOTEXTILE FABRIC				
А		WOVEN (TYPE 1)	750	SY	\$1.49	\$1,114.66
В		NON-WOVEN (TYPE 2)	750	SY	\$1.78	\$1,336.27
С		NON-WOVEN (TYPE 3)	750	SY	\$1.96	\$1,473.46
70	31 32 23	PRESSURE GROUTING SOIL STABILIZATION	5	CY	\$2,279.10	\$ _{11,395.50}
71	31 35 19.21	PERMANENT TURF REINFORCEMENT MATTING (TRM)	100	SY	\$ _{5.53}	\$ _{552.80}
72	31 36 00	GABION STRUCTURES	25	CY	\$264.52	\$ 6,613.02
73	31 37 00	RIP RAP IN PLACE				
А		TYPE 1	30	CY	\$146.95	\$4,408.47
В		TYPE 3	150	CY	\$111.32	\$ 16,697.57
С		WELL-GRADED	100	CY	\$167.96	\$16,796.18
74	31 37 00	STONE GROUTED RIP RAP IN PLACE	5	CY	\$470.46	\$2,352.29
75	31 41 16.13	STEEL SHEET PILING - PERMANENT	150	SF	\$74.79	\$11,218.95
76	31 41 16.13	STEEL SHEET PILING - TEMPORARY	150	SF	\$74.79	\$11,218.95
77	31 41 16.16	VINYL SHEET PILING	150	SF	\$ 49.86	\$7,479.30
STREA	STREAM AND WETLAND CONSTRUCTION					
78	31 80 02	LOG - ON-SITE	2	EA	\$ 77.29	\$ 154.57
79	31 80 02	LOG – IMPORTED				
А		12 FT TO 25 FT LENGTH	2	EA	\$260.81	\$ 521.63
В		OVER 25 FT TO 50 FT LENGTH	2	EA	\$488.72	\$977.45

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
80	31 80 02	BOULDERS				
А		FIELDSTONE - EXTRA LARGE	1	EA	\$867.58	\$867.58
В		FIELDSTONE - LARGE	2	EA	\$411.81	\$823.62
С		FIELDSTONE - MEDIUM	4	EA	\$251.77	\$1,007.09
D		FIELDSTONE - SMALL	4	EA	\$125.59	\$502.36
Е		GRANITE QUARRY STONE - EXTRA LARGE	1	EA	\$409.98	\$409.98
F		GRANITE QUARRY STONE - LARGE	2	EA	\$202.61	\$405.22
G		GRANITE QUARRY STONE - MEDIUM	4	EA	\$123.75	\$494.98
Н		GRANITE QUARRY STONE - SMALL	4	EA	\$62.82	\$251.29
81	31 80 02	RIVER COBBLE	10	CY	\$254.50	\$ 2,544.99
82	31 80 02	RIFFLE ROCK	8	CY	\$307.98	\$2,463.73
83	31 80 02	RIVER PEBBLE	6	CY	\$307.97	\$1,847.80
84	31 80 03	STONE TOE PROTECTION & BENDWAY WEIR	300	CY	\$323.98	\$69,892.82
85	31 80 05	ROOT WAD REVETMENT	20	LF	\$265.03	\$ 5,300.57
86	31 80 06	CROSS VANE				
Α		EXTRA LARGE	125	LF	\$668.13	\$83,515.67
В		LARGE	200	LF	\$457.20	\$91,440.81
С		MEDIUM	300	LF	\$347.25	\$ 104,174.79
D		SMALL	250	LF	\$266.06	\$ 66,515.49
87	31 80 07	J-HOOK VANE				
А		EXTRA LARGE	50	LF	\$668.13	\$33,406.27
В		LARGE	75	LF	\$457.20	\$34,290.30

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
С		MEDIUM	80	LF	\$347.25	\$27,779.94
D		SMALL	80	LF	\$ 266.06	\$ 21,284.96
88	31 80 07	BOULDER VANE				
А		EXTRA LARGE	5	LF	\$668.13	\$3,340.63
В		LARGE	10	LF	\$457.20	\$4,572.04
С		MEDIUM	10	LF	\$347.25	\$3,572.49
D		SMALL	15	LF	\$266.06	\$ 3,990.93
89	31 80 08	J-HOOK LOG VANE				
А		EXTRA LARGE	60	LF	\$581.45	\$34,887.06
В		LARGE	90	LF	\$406.93	\$36,623.72
С		MEDIUM	125	LF	\$311.66	\$38,958.12
D		SMALL	90	LF	\$244.62	\$22,015.67
90	31 80 08	LOG VANE				
А		EXTRA LARGE	6	LF	\$300.61	\$1,803.63
В		LARGE	8	LF	\$300.61	\$2,404.84
С		MEDIUM	10	LF	\$286.54	\$2,865.35
D		SMALL	8	LF	\$ 286.54	\$ 2,292.28
91	31 80 09	STEP POOL SERIES				
А		EXTRA LARGE	75	LF	\$668.13	\$50,109.40
В		LARGE	100	LF	\$457.20	\$45,720.41
С		MEDIUM	175	LF	\$347.25	\$60,768.63
D		SMALL	125	LF	\$266.06	\$33,257.75

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
92	31 80 10	LOG SILL - FELLED ON-SITE				
А		EXTRA LARGE	6	LF	\$228.17	\$1,369.02
В		LARGE	8	LF	\$216.48	\$1,731.82
С		MEDIUM	6	LF	\$156.78	\$940.71
D		SMALL	10	LF	\$ 156.78	\$1,567.85
93	31 80 10	LOG SILL - IMPORTED				
А		EXTRA LARGE	6	LF	\$295.71	\$1,774.25
В		LARGE	8	LF	\$284.02	\$2,272.13
С		MEDIUM	6	LF	\$190.55	\$1,143.32
D		SMALL	10	LF	\$190.55	\$1,905.54
94	31 80 12	TOE WOOD PROTECTION	10	SY	\$192.04	\$1,920.36
95	31 80 14	LIVE FASCINE	125	LF	\$ 17.01	\$ 2,126.85
96	31 80 15	STONE CASCADE				
А		EXTRA LARGE	10	CY	\$831.74	\$8,317.37
В		LARGE	12	CY	\$766.47	\$9,197.68
С		MEDIUM	15	CY	\$715.25	\$10,728.74
D		SMALL	10	CY	\$ 690.65	\$ 6,906.53
97	31 80 17	SOIL ENCAPSULATED LIFT (SEL) WITHOUT COIR BLOCK				
А		5.5-FT TAIL	250	LF	\$59.53	\$14,881.86
В		4-FT TAIL	250	LF	\$59.53	\$14,881.86

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE	
98	31 80 17	SOIL ENCAPSULATED LIFT (SEL) WI BLOCK	SOIL ENCAPSULATED LIFT (SEL) WITH COIR BLOCK				
А		5.5-FT TAIL	500	LF	\$59.53	\$29,763.71	
В	31 80 17	4-FT TAIL	500	LF	\$59.53	\$29,763.71	
99		STORMWATER OUTFALL STEPS	50	SF	\$173.41	\$ 8,670.29	
LABOR	R RATES AND	CONSTRUCTION AIDS					
100	32 01 30	LABOR RATES					
Α		FOREMAN	80	HR	\$85.00	\$6,800.00	
В		LABORER	160	HR	\$54.00	\$8,640.00	
С		SURVEYOR (2-PERSON CREW)	40	HR	\$655.24	\$26,209.65	
D		TECHNICAL LABORER	40	HR	\$175.88	\$7,035.25	
101	32 01 31	HEAVY EQUIPMENT RATES					
А		TRACKED EXCAVATOR W/HYDRAULIC THUMB (30,000 - 50,000 LB)	20	HR	\$ 230.00	\$4,600.00	
В		MINI EXCAVATOR (6,000 - 20,000 LB)	40	HR	\$ _{150.00}	\$6,000.00	
С		RUBBER TIRE LOADER	20	HR	\$200.00	\$4,000.00	
D		4WD RUBBER TIRE LOADER	20	HR	\$200.00	\$4,000.00	
Е		SKID STEER LOADER (3,500 LB)	40	HR	\$150.00	\$6,000.00	
F		DUMP TRUCK (SINGLE AXLE)	20	HR	\$155.00	\$3,100.00	
G		DUMP TRUCK (DUAL AXLE)	20	HR	\$195.00	\$3,900.00	
Н		DUMP TRUCK (TRI/QUAD AXLE)	10	HR	\$215.00	\$2,150.00	
I		TRACKED DUMP TRUCK	10	HR	\$230.00	\$2,300.00	
J		OFF-HIGHWAY DUMP TRUCK	10	HR	\$240.00	\$\$2,400.00	

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BEST AND FINAL OFFER

FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPI ANNU <i>A</i>		UNIT PRICE	TOTAL PRICE
К		REGENERATIVE AIR STREET SWEEPER	10	HR	\$ _{324.77}	\$ _{3,247.72}
L		VACUUM TRUCK	10	HR	\$ 364.66	\$3,646.56
SITE R	ESTORATION	AND LANDSCAPING				
102	32 12 16	ASPHALT PAVING	200	TON	\$ 373.97	\$74,793.00
103	32 14 13	CONCRETE UNIT PAVERS				
А		STANDARD CONCRETE UNIT PAVERS	100	SY	\$ _{\$76.95}	\$ _{7,695.12}
В		PERMEABLE INTERLOCKING UNIT PAVERS	100	SY	\$ _{86.45}	\$8,644.88
С		CONCRETE GRID PAVER UNITS	100	SY	\$75.68	\$7,568.48
104	32 14 43	PERVIOUS CONCRETE PAVING	150	CY	\$2,306.12	\$345,917.63
105	32 14 43	MODULAR PREFABRICATED PERVIOUS CONCRETE PANELS	250	SY	\$396.06	\$ 99,014.57
106	32 16 00	CURB AND GUTTER				
А		HIGH BACK, 6" X 24" X 12"	10	LF	\$62.33	\$623.28
В		HIGH BACK, 6" X 30" X 12"	10	LF	\$56.98	\$569.78
С		ROLL BACK, 6" X 24" X 10"	10	LF	\$56.98	\$569.78
107	32 16 00	HEADER CURB				
Α		HEADER CURB, 6" CURB HEIGHT	10	LF	\$62.33	\$623.28
В		HEADER CURB, 8" CURB HEIGHT	10	LF	\$56.98	\$569.78
108	32 16 00	SIDEWALK	10	SY	\$ 124.66	\$ 1,246.55
109	32 31 00	CHAIN LINK FENCE				
А		4-FT HEIGHT, GALVANIZED FABRIC	50	LF	\$11.40	\$569.78
В		6-FT HEIGHT, GALVANIZED FABRIC	75	LF	\$13.67	\$1,025.60
С		8-FT HEIGHT, GALVANIZED FABRIC	50	LF	\$17.09	\$854.66
D		4-FT HEIGHT, VINYL COATED FABRIC	50	LF	\$ _{13.71}	\$685.60

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPF ANNUA		UNIT PRICE	TOTAL PRICE
Е		6-FT HEIGHT, VINYL COATED FABRIC	75	LF	\$ _{16.21}	\$ 1,215.39
F		8-FT HEIGHT, VINYL COATED FABRIC	50	LF	\$ _{21.19}	\$1,059.57
G		BARBED WIRE	75	LF	\$3.42	\$256.40
110	32 31 00	SPLIT RAIL FENCE				
Α		2 RAIL FENCE	60	LF	\$10.60	\$635.74
В		3 RAIL FENCE	60	LF	\$11.84	\$ 710.53
111	32 31 00	WOODEN PRIVACY FENCE				
А		6-FT HEIGHT	100	LF	\$18.23	\$1,823.28
В		8-FT HEIGHT	40	LF	\$ 23.93	\$ 957.22
112	32 31 00	DECORATIVE FENCE				
А		6-FT HEIGHT	20	LF	\$28.49	\$ 569.78
В		8-FT HEIGHT	10	LF	\$34.19	\$ 341.87
113	32 31 00	WELDED WIRE FENCE				
А		4-FT HEIGHT	100	LF	\$11.40	\$1,139.55
В		5-FT HEIGHT	100	LF	\$11.40	\$1,139.55
114	32 31 00	CHICKEN WIRE FENCE	50	LF	\$10.26	\$512.80
115	32 31 00	BOLLARDS, STEEL	10	EA	\$ 304.69	\$ 3,046.90
116	32 32 23	SEGMENTAL RETAINING WALL				
А		MODULAR BLOCK FACE	60	SF	\$42.21	\$2,532.69
В		PERMANENT FIELDSTONE FACE	60	SF	\$105.53	\$6,331.73
117	32 39 10	ACCESS MATS				
А		TIMBER MATS	60	SY	\$93.11	\$5,586.59

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
В		COMPOSITE MATS	60	SY	\$87.24	\$5,234.55
118	32 91 13	TOPSOIL	25	CY	\$ 60.01	\$ 1,500.20
119	32 91 13	SOIL AMENDMENTS				
Α		LIME	5,000	LB	\$0.21	\$1,051.95
В		SAWDUST	50	LB	\$0.38	\$19.07
С		GROUND BARK	50	LB	\$0.10	\$4.82
D		COMPOST MULCH	50	LB	\$0.10	\$4.82
Е		PEAT	50	LB	\$1.43	\$71.49
F		FERTILIZER	200	LB	\$0.75	\$149.20
G		SAND	50	LB	\$0.18	\$8.81
Н		PERLITE	20	LB	\$1.43	\$28.59
1		GYPSUM	50	LB	\$ 1.32	\$65.79
120	32 91 13	COMPOST MULCH				
А		BLOWN	50	CY	\$101.11	\$5,055.45
В		HAND PLACED	15	CY	\$54.68	\$820.15
121	32 91 13	PLANTING SOIL MIXES	20	CY	\$77.19	\$1,543.84
122	32 91 13	TILLING	5,000	SY	\$0.39	\$1,947.02
123	32 91 13	HAND GRADING	1,000	SY	\$1.54	\$1,537.24
124	32 91 13	SAND FILL	75	CY	\$133.47	\$ 10,010.34
125	32 92 00	SEEDING				
А		NATIVE UPLAND	4,000	SY	\$1.01	\$4,031.26
В		NATIVE WETLAND	4,000	SY	\$1.19	\$4,762.93
С		ORNAMENTAL	2,000	SY	\$1.02	\$2,043.77

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
D		сиѕтом	2,000	SY	\$1.30	\$ 2,606.59
126	32 92 00	TURFGRASS SEEDING				
А		STANDARD VARIETIES	3,000	SY	\$0.95	\$2,854.600
В		PREMIUM VARIETIES	1,500	SY	\$1.01	\$ 1,511.72
127	32 92 00	TURFGRASS SODDING				
Α		STANDARD VARIETIES	1,000	SY	\$15.42	\$15,415.29
В		PREMIUM VARIETIES	1,000	SY	\$19.34	\$19,340.96
С		BERMUDA GRASS	1,000	SY	\$13.90	\$13,895.68
128	32 92 00	HYDROSEEDING				
А		STANDARD TURFGRASS VARIETIES	1,200	SY	\$1.36	\$ 1,631.81
В		PREMIUM TURFGRASS VARIETIES	1,200	SY	\$1.42	\$1,699.35
С		NATIVE UPLAND	1,200	SY	\$1.42	\$ 1,699.35
D		NATIVE WETLAND	1,200	SY	\$1.60	\$ 1,918.85
Е		ORNAMENTAL	300	SY	\$ 1.43	\$ 429.06
F		CUSTOM	300	SY	\$1.71	\$ 513.48
129	32 97 00	LIVE STAKE	600	EA	\$ 6.88	\$4,125.13
130	32 97 00	LIVE WHIP	200	EA	\$7.77	\$1,544.85
131	32 97 00	LIVE POLE	100	EA	\$13.14	\$ 1,314.30
132	32 97 00	LIVE PLANTINGS				
А		FLOWER BULBS	100	EA	\$ 4.04	\$404.00
В		PLUGS	300	EA	\$9.17	\$2,750.61
С		BARE ROOT SEEDLINGS	250	EA	\$5.61	\$1,402.22

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
133	32 97 00	CONTAINER PLANTINGS				
А		1-PINT	100	EA	\$ 9.04	\$903.68
В		1-QUART	150	EA	\$ \$12.50	\$1,874.72
С		2.5-QUART	150	EA	\$17.14	\$2,571.21
D		1-GALLON	400	EA	\$20.52	\$ 8,207.34
Е		3-GALLON	400	EA	\$ 43.23	\$17,291.25
F		5-GALLON	400	EA	\$67.73	\$27,093.47
G		7-GALLON	150	EA	\$94.12	\$14,177.38
Н		15-GALLON	15	EA	\$284.23	\$4,263.51
I		30-GALLON	10	EA	\$465.94	\$4,659.39
134	32 97 00	CALIPER TREES				
Α		1/2-INCH	15	EA	\$ 266.97	\$ 4,004.57
В		1-INCH	40	EA	\$288.08	\$11,523.08
С		1-1/2-INCH	20	EA	\$372.50	\$7,450.00
D		2-INCH	60	EA	\$439.66	\$26,379.62
Е		3-INCH	15	EA	\$717.88	\$10,768.17
135	32 97 00	PLANT PROTECTION	100	EA	\$4.91	\$490.53
136	32 97 00	STRAW MULCH				
А		WHEAT STRAW BALES (18" X 36" X 14")	10	EA	\$16.25	\$ 162.46
В		PINE STRAW BALES (18" X 36" X 14")	10	EA	\$ 8.50	\$ 85.02
137	32 97 00	WOOD MULCH				
А		HARDWOOD, COARSE GROUND	50	CY	\$51.40	\$2,569.90

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FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON- RESPONSIVE.

BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
В		HARDWOOD, DOUBLE GROUND	50	CY	\$ 54.68	\$ 2,733.82
С		SOFTWOOD, COARSE GROUND	50	CY	\$ 44.83	\$ 2,241.35
D		SOFTWOOD, DOUBLE GROUND	50	CY	\$47.64	\$2,382.06
138	32 97 00	LANDSCAPE EDGING BARRIER				
Α		METAL	20	LF	\$ 53.09	\$1,061.80
В		PLASTIC	20	LF	\$13.63	\$272.55
С		WOOD	20	LF	\$ 19.84	\$ 396.70
139	32 97 00	TREE BAGS	5	EA	\$ 33.20	\$ 165.98
140	32 97 00	SLATE CHIPS	5	CY	\$ 195.08	\$ 975.42
141	32 97 00	FLAGSTONE	10	SY	\$ 98.59	\$985.95
142	32 97 10	INVASIVE SPECIES PHYSICAL REMO	VAL			
А		CREW HALF DAY	2	EA	\$1,491.31	\$2,982.63
В		CREW FULL DAY	1	EA	\$2,982.63	\$ 2,982.63
143	32 97 10	HERBICIDE AND PESTICIDE, LICENSI APPLICATION	ED			
А		HERBICIDE APPLICATION	2,000	SY	\$0.18	\$365.83
В		PESTICIDE APPLICATION	2,000	SY	\$0.28	\$ 569.78
STORM	MWATER PIPIN	IG SYSTEMS				
144	33 42 11	PVC SCHEDULE 40 PIPE, UP TO 5' DI COVER	EPTH OF			
А		4-IN DIAMETER SOLID WALL	20	LF	\$20.79	\$415.85
В		6-IN DIAMETER SOLID WALL	20	LF	\$ 27.28	\$ 545.58
С		8-IN DIAMTER SOLID WALL	20	LF	\$36.57	\$731.31
D		4-IN DIAMETER SLOTTED/ PERFORATED WALL	20	LF	\$28.11	\$562.18

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPF ANNUA		UNIT PRICE	TOTAL PRICE
Е		6-IN DIAMETER SLOTTED/ PERFORATED WALL	20	LF	\$ 34.60	\$691.91
F		8-IN DIAMETER SLOTTED/ PERFORATED WALL	20	LF	\$43.88	\$ 877.64
145	33 42 11	PVC SCHEDULE 40 PIPE, GREATER T OF COVER TO 10' DEPTH OF COVER	HAN 5' D	EPTH		
А		4-IN DIAMETER SOLID WALL	20	LF	\$28.90	\$577.96
В		6-IN DIAMETER SOLID WALL	20	LF	\$ 35.38	\$ 707.69
С		8-IN DIAMTER SOLID WALL	20	LF	\$44.67	\$ 893.42
D		4-IN DIAMETER SLOTTED/ PERFORATED WALL	20	LF	\$36.21	\$ 724.30
Е		6-IN DIAMETER SLOTTED/ PERFORATED WALL	20	LF	\$ 42.70	\$ 854.03
F		8-IN DIAMTER SLOTTED/ PERFORATED WALL	20	LF	\$ 51.99	\$ 1,039.76
146	33 42 11	ALUMINUM COATED (TYPE 2) CORR PIPE, UP TO 5' DEPTH OF COVER	UGATED	STEEL		
А		18-IN TO 36-IN DIAMETER	10	LF	\$117.92	\$ 1,179.22
В		42-IN TO 72-IN DIAMETER	10	LF	\$241.59	\$ 2,415.87
С		78-IN TO 96-IN DIAMETER	10	LF	\$339.05	\$3,390.50
147	33 42 11	ALUMINUM COATED (TYPE 2) CORR PIPE, GREATER THAN 5' DEPTH OF C DEPTH OF COVER				
Α		18-IN TO 36-IN DIAMETER	10	LF	\$130.09	\$1,300.91
В		42-IN TO 72-IN DIAMETER	10	LF	\$257.88	\$ 2,578.77
С		78-IN TO 96-IN DIAMETER	10	LF	\$ 371.43	\$3,714.33
148	33 42 11	CORRUGATED POLYMER PRECOAT S TO 5' DEPTH OF COVER				
Α		18-IN TO 36-IN DIAMETER	10	LF	\$ 122.66	\$ 1,226.55
В		42-IN TO 72-IN DIAMETER	10	LF	\$ 250.05	\$2,500.48

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPR ANNUA		UNIT PRICE	TOTAL PRICE
149	33 42 11	CORRUGATED POLYMER PRECOATER THAN 5' DEPTH OF COVER				
А		18-IN TO 36-IN DIAMETER	10	LF	\$ 132.97	\$1,329.73
В		42-IN TO 72-IN DIAMETER	10	LF	\$ 263.86	\$ 2,638.61
150	33 42 11	CORRUGATED ALUMINUM ALLOY DEPTH OF COVER	PIPE, UP	TO 5'		
Α		18-IN TO 36-IN DIAMETER	10	LF	\$131.46	\$1,314.60
В		42-IN TO 72-IN DIAMETER	10	LF	\$ 269.21	\$2,692.90
151	33 42 11	CORRUGATED ALUMINUM ALLOY THAN 5' DEPTH OF COVER TO 10' DE				
Α		18-IN TO 36-IN DIAMETER	10	LF	\$141.78	\$ 1,417.78
В		42-IN TO 72-IN DIAMETER	10	LF	\$283.02	\$ 2,830.21
152	33 42 11	RCP PIPE - ANY CONFIGURATION, U OF COVER	јР ТО 5' I	DEPTH		
Α		18-IN TO 24-IN DIAMETER	20	LF	\$117.22	\$ 2,344.32
В		30-IN TO 36-IN DIAMETER	20	LF	\$199.86	\$3,997.27
С		42-IN TO 48-IN DIAMETER	20	LF	\$ 313.66	\$ 6,273.26
D		52-IN TO 60-IN DIAMETER	20	LF	\$497.67	\$ 9,953.44
153	33 42 11	RCP PIPE - ANY CONFIGURATION, GF DEPTH OF COVER TO 10' DEPTH OF		HAN 5'		
Α		18-IN TO 24-IN DIAMETER	15	LF	\$141.55	\$ 2,123.29
В		30-IN TO 36-IN DIAMETER	15	LF	\$ 236.37	\$3,545.53
С		42-IN TO 48-IN DIAMETER	15	LF	\$ 362.34	\$ 5,435.05
D		52-IN TO 60-IN DIAMETER	15	LF	\$ 570.68	\$8,560.23

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPI ANNUA	L QTY	UNIT PRICE	TOTAL PRICE
154	33 42 11	HDPE PIPE, CORRUGATED SINGLE W DEPTH OF COVER	/ALL, UP	TO 5'		
А		4-IN TO 8-IN DIAMETER, SOLID WALL	20	LF	\$ 26.29	\$525.88
В		4-IN TO 8-IN DIAMETER, SLOTTED WALL	20	LF	\$26.58	\$ 531.51
155	33 42 11	HDPE PIPE, CORRUGATED SINGLE W THAN 5' DEPTH OF COVER TO 10' DE COVER		EATER		
А		4-IN TO 8-IN DIAMETER, SOLID WALL	20	LF	\$34.40	\$687.99
В		4-IN TO 8-IN DIAMETER, SLOTTED WALL	20	LF	\$34.68	\$693.62
156	33 42 11	HDPE, DOUBLE WALL, UP TO 5' DEP				
Α		6-IN TO 8-IN DIAMETER	15	LF	\$ 31.46	\$471.90
В		12-IN TO 15-IN DIAMETER	15	LF	\$ 44.80	\$ 671.97
С		18-IN TO 24-IN DIAMETER	15	LF	\$72.49	\$ 1,087.32
D		30-IN TO 36-IN DIAMETER	15	LF	\$115.50	\$1,732.51
Е		42-IN TO 48-IN DIAMETER	15	LF	\$170.91	\$2,563.64
F		52-IN TO 60-IN DIAMETER	15	LF	\$ 259.40	\$ 3,890.98
157	33 42 11	HDPE, DOUBLE WALL, GREATER THA COVER TO 10' DEPTH OF COVER	AN 5' DEF	PTH OF		
Α		6-IN TO 8-IN DIAMETER	15	LF	\$39.51	\$592.60
В		12-IN TO 15-IN DIAMETER	15	LF	\$ 56.97	\$ 854.49
С		18-IN TO 24-IN DIAMETER	15	LF	\$88.78	\$1,331.67
D		30-IN TO 36-IN DIAMETER	15	LF	\$ 135.72	\$2,035.73
Е		42-IN TO 48-IN DIAMETER	15	LF	\$195.25	\$ 2,928.69
F		52-IN TO 60-IN DIAMETER	15	LF	\$288.45	\$4,326.73

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
158	33 42 11	DUCTILE IRON PIPE, UP TO 5' DEPTH	OF COV	'ER		
Α		4-INCH DIAMETER	10	LF	\$73.18	\$ 731.77
В		6-INCH DIAMETER	10	LF	\$60.47	\$ 604.73
С		8-INCH DIAMETER	10	LF	\$78.30	\$783.00
159	33 42 11	DUCTILE IRON PIPE, GREATER THA COVER TO 10' DEPTH OF COVER	N 5' DEF	TH OF		
А		4-INCH DIAMETER	10	LF	\$ 77.36	\$ 773.58
В		6-INCH DIAMETER	10 LF		\$ 68.52	\$685.20
С		8-INCH DIAMETER	10 LF		\$90.47	\$ 904.68
160	33 42 30	PRECAST MANHOLE	PRECAST MANHOLE			
Α		TYPE 1 (GDOT 1011A)	8	VF	\$1,066.84	\$8,534.68
В		TYPE 2 (GDOT 1011A)	8	VF	\$1,550.48	\$12,403.84
161	33 42 30	MANHOLE COVERS				
А		TRAFFIC RATED	1	EA	\$ 722.36	\$ 722.36
В		NON-TRAFFIC RATED	1	EA	\$ 722.36	\$ 722.36
162	33 42 30	PRECAST DROP INLET				
А		GROUP 1 (GDOT 1019A)	8	VF	\$ 1,066.84	\$ 8,534.68
В		GROUP 2 (GDOT 1019A)	8	VF	\$ 1,550.48	\$12,403.84
С		GROUP 1 (GWINNETT P&D 610)	8	VF	\$ 1,066.84	\$ 8,534.68
D		GROUP 2 (GWINNETT P&D 610)	8	VF	\$ 1,550.48	\$12,403.84
Е		GROUP 1 (GDOT 9031S/9031D)	8	VF	\$ 1,066.84	\$ 8,534.68
F		GROUP 2 (GDOT 9031S/9031D)	8	VF	\$ 1,550.48	\$12,403.84

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
163	33 42 30	REPLACEMENT TOP				
Α		FOR DI 610, WITH RING & COVER	1	EA	\$1,247.32	\$1,247.32
В		FOR DI 1019A, WITH FRAME & GRATE	1	EA	\$1,247.32	\$1,247.32
С		FOR DI 9031S/9031D, WITH STEEL PLATE	1	EA	\$ 1,810.14	\$1,810.14
164	33 42 30	PRECAST CATCH BASIN				
Α		GROUP 1 (GDOT 1033 / 1034)	8	VF	\$1,066.84	\$ 8,534.68
В		GROUP 2 (GDOT 1033 / 1034)	8	VF	\$1,550.48	\$ 12,403.84
165		REPLACEMENT TOP FOR GDOT 1033 / 1034	1 EA		\$1,247.32	\$1,247.32
166	33 42 30	PVC DROP INLET, UP TO 6' HEIGHT				
А		12-IN (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$1,729.21	\$ 8,646.06
В		15-IN (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$2,121.78	\$ 10,608.89
С		18-IN (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$ 2,445.40	\$ 12,227.00
D		24-IN (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$2,916.76	\$ 14,583.81
Е		30-IN (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$4,883.82	\$24,419.09
F		24-IN WITH STAINLESS STEEL WEIR (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5	EA	\$5,076.58	\$ 25,382.92
G		30-IN WITH STAINLESS STEEL WEIR (SOLID LID, FLAT GRATE, OR DOMED GRATE) - H20 RATED	5 EA		\$7,510.78	\$ 37,553.90
167	33 42 30	HEADWALL, VARIOUS PIPE SIZES				
А		PRECAST HEADWALL FOR 18" - 36" PIPE	2	EA	\$2,041.73	\$ 4,083.45
В		PRECAST HEADWALL FOR 42" - 72" PIPE	1	EA	\$4,887.20	\$4,887.20

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
С		ROCK HEADWALL FOR 18" - 36" PIPE	2	EA	\$4,277.27	\$8,554.55
D		ROCK HEADWALL FOR 42" - 72" PIPE	1	EA	\$6,663.37	\$ 6,663.37
168	33 42 30	BRICK MANHOLE				
Α		TYPE 1 (GDOT 1011A)	8	VF	\$1,066.84	\$8,534.68
В		TYPE 2 (GDOT 1011A)	8	VF	\$1,550.48	\$ 12,403.84
169	33 42 30	BRICK DROP INLET				
Α		GROUP 1 (GDOT 1019A)	8	VF	\$1,066.84	\$ 8,534.68
В		GROUP 2 (GDOT 1019A)		VF	\$ 1,550.48	\$ 12,403.84
С		GROUP 1 (GWINNETT P&D 610)		VF	\$ 1,066.84	\$ 8,534.68
D		GROUP 2 (GWINNETT P&D 610)	. 8	VF	\$ 1,550.48	\$ 12,403.84
Е		GROUP 1 (GDOT 9031S/9031D)		VF	\$ 1,066.84	\$8,534.68
F		GROUP 2 (GDOT 9031S/9031D)		VF	\$ 1,550.48	\$ 12,403.84
170	33 42 30	BRICK CATCH BASIN				
А		GROUP 1 (GDOT 1033 / 1034)	8	VF	\$ 1,066.84	\$8,534.68
В		GROUP 2 (GDOT 1033 / 1034)	8	VF	\$ 1,550.48	\$ 12,403.84
171	33 42 30	CONCRETE FLARED END SECTIONS				
А		18-IN - 24-IN DIAMETER - STANDARD	2	EA	\$ 1,627.32	\$ 3,254.64
В		30-IN - 36 IN DIAMETER - STANDARD	2	EA	\$ 2,753.10	\$ 5,506.21
С		42-IN - 48-IN DIAMETER - STANDARD	1	EA	\$4,887.20	\$ 4,887.20
D		54-IN - 60-IN DIAMETER - STANDARD	1	EA	\$ 6,784.19	\$6,784.19
Е		18-IN - 24-IN DIAMETER - SAFETY TYPE	2	EA	\$6,159.95	\$12,319.90

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY		UNIT PRICE	TOTAL PRICE
F		30-IN - 36 IN DIAMETER - SAFTEY TYPE	2	EA	\$9,894.08	\$19,788.16
G		42-IN - 48-IN DIAMETER - SAFETY TYPE	1	EA	\$13,543.82	\$ 13,543.82
Н		54-IN - 60-IN DIAMETER - SAFETY TYPE	1	EA	\$18,580.53	\$18,580.53
172	33 42 30	CONCRETE FLUME	10	CY	\$2,306.12	\$23,061.18
173	33 42 30	CONCRETE FLUME WITH STONE INLAY	10	CY	\$3,418.65	\$34,186.50
174	33 42 30	TIE IN TO EXISTING STRUCTURES				
А		UP TO 8-IN DIAMETER PIPE TIE-IN	4	EA	\$1,007.96	\$ 4,031.84
В		GREATER THAN 8-IN DIAMETER PIPE UP TO 18-IN DIAMETER TIE-IN	2 EA		\$1,215.39	\$2,430.77
С		GREATER THAN 18-IN INNER DIAMETER PIPE TIE-IN	1 EA		\$1,637.05	\$1,637.05
ROAD	WAY AND PAV	EMENT RESTORATION				
175	34 41 16.10	TEMPORARY STEEL PLATES	16	SF	\$ 42.70	\$683.22
176	34 71 00	STREET CUT				
А		GWINNETT DOT DETAIL 'A'	20	SY	\$ 387.32	\$ 7,746.36
В		GWINNETT DOT DETAIL 'B'	20	SY	\$ 756.32	\$ 15,126.34
С		GWINNETT DOT DETAIL 'C'	10	SY	\$ 387.32	\$3,873.18
D		GWINNETT DOT DETAIL 'D'	10	SY	\$756.32	\$7,563.17
177	34 71 00	DRIVEWAY/PARKING AREA RESTOR	ATION			
А		6-INCH-THICK CONCRETE	25	SY	\$124.66	\$3,166.38
В		8-INCH-THICK CONCRETE	16	SY	\$137.12	\$2,193.93

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BEST AND FINAL OFFER FEE SCHEDULE

PAY ITEM NO.	SPEC. SECTION	DESCRIPTION	APPROX. ANNUAL QTY	UNIT PRICE	TOTAL PRICE
CONTI	INGENCY COST	Γ - ADDITIONAL WORK			
178	01 22 00	STATE PERCENTAGE MARKUP FOR MATERIALS FOR OWNER- APPROVED WORK RELATED TO UNFORESEEN FIELD CONDITIONS OR SPECIALIZED PROJECT- REQUIRED ITEMS (NOT TO EXCEED 10%)	\$10,000.00	10%	\$11,000.00
	\$3,818,122.69				

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin August 22, 2024, or upon award.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.							
			Increase material &				
Renewal Option 1:	9 % Increase	% Decrease	Explanation Labor Cost				
			Increase material &				
Renewal Option 2:	9 % Increase	% Decrease	Explanation Labor Cost				
			Increase material &				
Renewal Option 3:	9 % Increase	% Decrease	Explanation Labor Cost				
			Increase material &				
Renewal Option 4:	9 % Increase	% Decrease	Explanation Labor Cost				

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

COMPANY NAME Clean Water Consultants, Inc.	
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BEST AND FINAL OFFER FEE SCHEDULE

Certification Of Non-Collusion in Bid Preparation	Joseph C	arter	08-02-2024
Iln compliance with the attached specification outlined in the "Instructions to Vendors" and all did proposal is accepted by the Board of Commission of proposal opening, to furnish any or all of the opposite each item, delivered to the designated proposal opening of this proposal, I understand the remittance of goods and services. Vendors show upon notice of award. For more information of Payment information in the instructions to vendor Legal Business Name	ns, the undersigners within one hitems upon which oint(s) within the lat Gwinnett Cold select their properties.	ned acknowled ed to therein, off nundred twenty (ch prices are qu time specified i unty uses Elec eferred method	ers and agrees, if this (120) days of the date loted, at the price set in the fee schedule. By stronic Payments for of electronic payment
Address 20 Business Center Drive, Winder, C	SA 30680		
Does your company currently have a location with		nty? Yes 🗌 No [
Representative Signature <u>Joseph Carter</u> Printed Name Joseph Carter	,		
Printed Name_Joseph Carter			
Telephone Number 706-983-2192	Fax Number	770-867-0976	3
E-mail Address_Joseph@Cleanwaterconsultar	nts.com		
Contact Person (if someone other than the autho	rized representat	ive listed above)	
Telephone Number <u>706-765-4772</u>	Fax Number	770-867-0976	3
E-mail Address_Matthew@cleanwaterconsulta	ants.com		

Bryant, Brittany

From:

Amber Powell < Amber@cleanwaterconsultants.com>

Sent: To: Friday, August 16, 2024 1:28 PM Bryant, Brittany; Joseph Carter

Cc:

Todd Freeman; Matthew Barrett

Subject:

RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual

Contract

Importance:

High

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening links, attachments, or responding. When in doubt, contact phishing@gwinnettcounty.com.

Hi Brittany,

Clean Water Consultants will hold pricing until 9/18/24.

Thank you,



GDOT DBE Certified

Amber Powell Administrative Assistant

Office:770.868.1371 Direct:404.217.1535 Fax:770.867.0976

Address: 20 Business Center Drive

Winder, Ga 30680

Website: www.cleanwaterconsultants.com Email: amber@cleanwaterconsultants.com

From: Bryant, Brittany < Brittany. Bryant@gwinnettcounty.com >

Sent: Friday, August 16, 2024 11:11 AM

To: Amber Powell <Amber@cleanwaterconsultants.com>; Joseph Carter <joseph@cleanwaterconsultants.com> **Cc:** Todd Freeman <Todd@cleanwaterconsultants.com>; Matthew Barrett <matthew@cleanwaterconsultants.com>

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Importance: High

Good afternoon,

I wanted to follow up on the email below. Please confirm if Clean Water Consultants is able to hold pricing until 9/18?

Thanks,



Brittany Bryant, CPPB | Purchasing Associate III Gwinnett County Government I (770) 822-7759 75 Langley Drive, Lawrenceville, GA 30046 www.qwinnettcounty.com This email message and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Please notify the sender immediately if you have received this email by mistake and delete this email from your system. If you are the intended recipient, please check this email and any attachments for the presence of viruses, as Gwinnett County accepts no liability for any damage caused by any virus transmitted by this email. In addition, emails sent or received by Gwinnett County employees are subject to the Georgia Open Records Act (hereinafter the "Act"). Unless otherwise exempted from the Act, senders and receivers of emails shall presume that the emails will be released upon request and are subject to state records retention requirements.

From: Bryant, Brittany

Sent: Monday, August 12, 2024 4:32 PM

To: 'Amber Powell' < Amber@cleanwaterconsultants.com >; Joseph Carter < ioseph@cleanwaterconsultants.com > Cc: Todd Freeman < todd@cleanwaterconsultants.com >; Matthew Barrett < matthew@cleanwaterconsultants.com >

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Importance: High

Thank you and Received.

Gwinnett County would like to see if Clean Water Consultants would be able to hold pricing firm until 9/18, when the County anticipates sending this solicitation before the Board of Commissioners. Please submit a confirmation before end of day tomorrow 8/13.

Thank you in advance for your quick response.



Gwinnett County Government I (770) 822-7759
75 Langley Drive, Lawrenceville, GA 30046
www gwinnetteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevitteevi Brittany Bryant, CPPB | Purchasing Associate III

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From: Amber Powell < Amber@cleanwaterconsultants.com >

Sent: Monday, August 12, 2024 4:09 PM

To: Bryant, Brittany < Brittany.Bryant@gwinnettcounty.com >; Joseph Carter < ioseph@cleanwaterconsultants.com > Cc: Todd Freeman < todd@cleanwaterconsultants.com >; Matthew Barrett < matthew@cleanwaterconsultants.com >

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening links, attachments, or responding. When in doubt, contact phishing@gwinnettcounty.com.

Good afternoon, Brittany,

The confirmed pricing for line item #84 is \$232.98, we made a clerical error when completing the BAFO.

Thank you,



GDOT DBE Certified

Amber Powell Administrative Assistant

Office:770.868.1371 Direct:404.217.1535 Fax:770.867.0976

Address: 20 Business Center Drive

Winder, Ga 30680

Website: www.cleanwaterconsultants.com Email:amber@cleanwaterconsultants.com

From: Bryant, Brittany <Brittany.Bryant@gwinnettcounty.com>

Sent: Monday, August 12, 2024 12:47 PM

To: Joseph Carter < joseph@cleanwaterconsultants.com >

Cc: Amber Powell < Amber@cleanwaterconsultants.com >; Todd Freeman < Todd@cleanwaterconsultants.com >;

Matthew Barrett < matthew@cleanwaterconsultants.com >

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Importance: High

Good afternoon Joseph,

I just wanted to confirm, but there seems to be an error for line item #84. Please confirm the pricing will remain at \$232.98 instead of the revised pricing \$323.98 since per your email below there were no changes in pricing.

Thanks,



Brittany Bryant, CPPB | Purchasing Associate III Gwinnett County Government I (770) 822-7759 75 Langley Drive, Lawrenceville, GA 30046 www.gwinnettcounty.com

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From: Bryant, Brittany

Sent: Monday, August 5, 2024 7:58 AM

To: 'Joseph Carter' < joseph@cleanwaterconsultants.com >

Cc: Amber Powell < Amber@cleanwaterconsultants.com >; Todd Freeman < todd@cleanwaterconsultants.com >;

Matthew Barrett < matthew@cleanwaterconsultants.com >

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Good morning,

I am confirming receipt.

Have a great week!



Brittany Bryant, CPPB | Purchasing Associate III Gwinnett County Government I (770) 822-7759 75 Langley Drive, Lawrenceville, GA 30046 www.gwinnettcounty.com

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From: Joseph Carter < joseph@cleanwaterconsultants.com >

Sent: Sunday, August 4, 2024 10:38 PM

To: Bryant, Brittany < Brittany. Bryant@gwinnettcounty.com >

Cc: Amber Powell < Amber@cleanwaterconsultants.com >; Todd Freeman < todd@cleanwaterconsultants.com >;

Matthew Barrett <matthew@cleanwaterconsultants.com>

Subject: RE: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Importance: High

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening links, attachments, or responding. When in doubt, contact phishing@gwinnettcounty.com.

Brittany,

Attached is the requested file. CWC has looked over all pricing provided, and we did not find any areas where we could change from the original pricing provided. All pricing should be identical from the first submittal on the attached form.

Thanks,



Joseph Carter General Manager GDOT DBE Certified

> Cell:706.983.2192 Office:770.868.1371 Fax:770.867.0976

Address: 20 Business Center Drive

Winder, GA 30680

Website:www.cleanwaterconsultants.com Email:Joseph@cleanwaterconsultants.com

From: Bryant, Brittany < Brittany.Bryant@gwinnettcounty.com >

Sent: Thursday, August 1, 2024 12:37 PM

To: Joseph Carter < ioseph@cleanwaterconsultants.com >

Cc: Amber Powell < Amber@cleanwaterconsultants.com >; Todd Freeman < Todd@cleanwaterconsultants.com >;

Matthew Barrett <matthew@cleanwaterconsultants.com>

Subject: RP023-24 Request for BAFO - Provision of Watershed Improvements on an Annual Contract

Importance: High

Good Afternoon Mr. Carter,

Thank you for the proposal submitted for RP021-24, Provision of Watershed Improvements on an Annual Contract.

Gwinnett County at this time would like to request a Best and Final Offer (BAFO) from Clean Water Consultants, Inc. Please fill out the attached form and **submit** <u>no later than 3:00P.M. Monday, August 5, 2024.</u>
This can be submitted via email.

Thank you for your quick response.



Brittany Bryant, CPPB | Purchasing Associate III Gwinnett County Government I (770) 822-7759 75 Langley Drive, Lawrenceville, GA 30046 www.gwinnettcounty.com

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RP021-24 Addendum No. 1

Addendum Acknowledgement Form

o. <u>1</u>	Dated <u>06-10-2024</u>	No	Dated
lo	Dated	No	Dated
lo	Dated	No	Dated
lo	Dated	No	Dated
lo	Dated	No	Dated

Proposal/Estimate

60.00

43.00

12.00

1.00

EA \$

EA \$

EΑ

13.14

43.23

288.08

10,000.00

\$788.40

\$1,858.89

\$3,456.96

\$10,000.00

\$161,582.66



Georgia DOT DBE Certification #2CL375
Women's Business Enterprise National Council #WBE2500570

20 Business Center Dr Winder, GA 30680 Estimate #: 2025052202 Date: 05-22-2025

FOR: Kellogg Springs	FROM:	Emily Cox		
		Office 770-868-1371		
		Fax 770-867-0976		
Addendum(a):		emily@cleanwaterconsultants.com		
Description	Units	Unit	Unit Price	Total
1 - ORANGE BARRIER FENCING (Around LOD)	500.00	LF		\$880.00
2 - TEMPORARY CHAIN LINK FENCING (For land closure and property owner backyard)	200.00		\$ 7.80	\$1,560.00
7 - CONCRETE PAVEMENT REMOVAL (Sidewalk removal as shown on plans and for CO)	9.00		\$ 77.89	\$701.01
8 - REMOVAL OF EXISTING CURB OR CURB AND GUTTER, ANY TYPE (CO)	20.00	LF	\$ 34.94	\$698.80
11D - FENCE REMOVAL - WOOD FENCE, ALL SIZES (Property owner backyard)	105.00	LF	\$ 14.33	\$1,504.65
12A - SELECTIVE TREE REMOVAL - PER TREE, OVER 12-IN UP TO 24-IN (DBH) (Per plans)	8.00	EA	\$ 942.51	\$7,540.08
12B - SELECTIVE TREE REMOVAL - PER TREE, OVER 24-IN UP TO 36-IN (DBH) (Per plans)	5.00	EA	\$ 2,004.32	\$10,021.60
19 - ALUMINUM SAFETY HANDRAIL	100.00	LF	\$ 149.51	\$14,951.00
26D - AGGREGATE STONE - NO. 57 STONE (Compacted under concrete)	10.00	CY	\$ 90.55	\$905.50
30 - CLEARING AND GRUBBING, HAUL OFF SITE	0.18	AC	\$ 22,667.95	\$4,080.23
34 - UNCLASSIFIED EXCAVATION AND FILL (Grading creek bank)	275.00	CY	\$ 24.34	\$6,693.50
39 - SPOIL REMOVAL	180.00	CY	\$ 25.04	\$4,507.20
41A - TEMPORARY STREAM BYPASS PUMPING - PUMP SIZE ≥ 6" AND < 8" (Per plans)	15.00	DAYS	\$ 1,613.67	\$24,205.05
44 - TEMPORARY SEEDING	600.00	SY	\$ 0.34	\$204.00
53 - CONSTRUCTION EXIT	1.00	EA	\$ 3,009.57	\$3,009.57
56 - SILT BAG	1.00	EA	\$ 264.34	\$264.34
57 - SILT FENCE - TYPE S	700.00	LF	\$ 4.98	\$3,486.00
62 - CONCRETE WASHOUT STRUCTURE	1.00	EA	\$ 437.38	\$437.38
63A - FLEXIBLE GROWTH MEDIUM (FGM) - SLOPES ≤ 3H to 1V (Flexterra)	0.15	AC	\$ 4,472.33	\$670.85
72 - GABION STRUCTURES	40.00	CY	\$ 264.52	\$10,580.80
73B - RIP RAP IN PLACE - Type 3 (Rock toe per plans)	55.00		•	\$6,122.60
98B - SOIL ENCAPSULATED LIFT (SEL) WITH COIR BLOCK - 4-FT TAIL	450.00	LF	\$ 59.53	\$26,788.50
106C - CURB AND GUTTER - ROLL BACK, 6" X 24" X 10"	20.00		\$ 56.98	\$1,139.60
108 - SIDEWALK	80.00	SY	\$ 124.66	\$9,972.80
111A - WOODEN PRIVACY FENCE - 6-FT HEIGHT	105.00		•	\$1,914.15
127A - TURFGRASS SODDING - STANDARD VARIETIES	60.00	SY	\$ 15.42	\$925.20
128F - HYDROSEEDING - CUSTOM SEEDMIX	600.00		•	\$1,026.00
129 - LIVE STAKE	100.00	EA	\$ 6.88	\$688.00

Notes:

131 - LIVE POLE

Total Estimate

133E - CONTAINER PLANTINGS - 3-GALLON

134B - CALIPER TREES - 1-INCH

- -This estimate should be accepted or rejected as a whole unless changes are approved in writing by CWC, Inc.
- -Quotations will be honored for 30 days after the date submitted. Terms are Net 30 days with credit approval.
- -Prices quoted are based on estimated quantities listed in this quotation.
- -Material only prices do not include sales tax. Installed prices include materials and labor to install.
- -General Contractor will be responsible for traffic control and construction staking.
- -Maintenance and removal of erosion control devices are not included unless specified above.
- -All repairs/minimal installed quantities may be billed a trip charge associated with project location.
- -Any additional hand clearing and/or hand digging, etc, if required, are not included and will be billed at an additional cost.

PROJECT-REQUIRED ITEMS (Cost + 10%) (Irrigation repair & Additional contingency for unforseen circumstances)

178 - STATE PERCENTAGE MARKUP FOR MATERIALS FOR OWNER-APPROVED WORK RELATED TO UNFORESEEN FIELD CONDITIONS OR SPECIALIZED