

**PROPOSAL
CONTRACT AND SPECIFICATIONS
FOR
DALTON UTILITIES - 2021 DISTRIBUTION RELIABILITY
IMPROVEMENTS
THE WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF
THE CITY OF DALTON, GEORGIA**

**COMMISSIONERS
JOE YARBROUGH-CHAIRMAN
TOMMY BOGGS
MARK MIXER
JACKIE KILLINGS
HAL LONG**

**TOM BUNDROS
CHIEF EXECUTIVE OFFICER**



DALTON UTILITIES – 2021 DISTRIBUTION RELIABILITY
IMPROVEMENTS
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**ADVERTISEMENT FOR BIDS
FOR
DALTON UTILITIES – 2021 DISTRIBUTION RELIABILITY
IMPROVEMENTS
FOR
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
OF THE
THE CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

Sealed Proposals for **DALTON UTILITIES – 2021 DISTRIBUTION RELIABILITY IMPROVEMENTS** project for the BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES (“Owner”) will be received in the Auditorium of the Dalton Utilities’ Administration Building at 1200 V.D. Parrott Jr. Parkway, Dalton, GA until **10:00 A.M.** local time **Tuesday, January 19, 2021** at which time they will be publicly opened and read.

Work to be Done: The work to be done (hereinafter referred to as “Work”) consists of furnishing labor and equipment for the following project (Hereinafter referred to as “Project”):

The work consists of, but is not limited to, a contract that will be signed on or about, **January 29, 2021**, after the bids have been reviewed and evaluated. Official contract start date will be Monday, **February 1, 2021** and will continue through **December 31, 2021**. Work will include forty (40) hours a week labor, excluding holidays and inclement weather. Contractor will be responsible to have equipment and tools required for the construction of 7,200/12,470 and 14,400/24,940 VAC 3-phase overhead and underground distribution lines for Dalton Utilities. The contractor will be required to install and remove poles, related capacitor banks, transformers, switches and underground risers and to pull underground wire, re-conductor lines, build new lines and perform other distribution line work related to the improvement of Dalton Utilities’ electrical distribution system. Dalton Utilities will provide all material.

The contractor must be able to supply needed crews to meet the work requirements of Dalton Utilities.

Dalton Utilities reserves the right to adjust the scope and quantities of the work during the contract period as necessary. The bidder must declare that he understands that the scope of work shown in this proposal is subject to adjustment by either increase or decrease by Dalton Utilities. Should the quantities of any of the items of the work be increased, the bidder agrees to do the additional work at the unit prices stated herein. Should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid.

Additional Work: Additional work may be awarded in whole or in part in any combination so deemed by Dalton Utilities at the unit prices specified.

Pre-Bid Meeting: A mandatory Pre-Bid Meeting will be held at the Auditorium of the Dalton Utilities' Administration Building at 1200 V.D. Parrott Jr. Parkway, Dalton, GA on **Wednesday, January 6, 2021 at 2:00 P.M.**

Bidder Pre-qualification: Pre-qualification of bidders for this project is required. Bidders must submit a pre-qualification package containing requested information to the office of Dalton Utilities by **5:00 P.M.**, local time, **Tuesday, December 29, 2020**. All applicants submitting pre-qualification documentation will be notified of their status via phone call to the contact person listed on the package by **5:00 P.M.** on Friday, **January 4, 2021**. Only bids submitted by properly pre-qualified bidders will be opened.

Time Allotted: This project is to be completed on or before **December 31, 2021**.

Bids: Bids shall contain complete and detailed prices for labor and equipment.

Contractor's License: All bidders must possess any and all licenses and permits as may be required by applicable federal, state and/or local law/ordinances. The Georgia Utility Contractor License Number shall be written on the face of the bid.

Performance and Payment Bond: A \$250,000.00 Performance Bond and \$250,000.00 Payment Bond will be required of the successful bidder.

Withdrawal of Bids: Except as provided in O.C.G.A. Section 36-91-43, no submitted bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

Additional Instructions to Bidders, Specifications and Contract Documents: Additional instructions to bidders, Specifications, and other contract documents may be examined at Dalton Utilities, Energy Engineering Services, 1200 V. D. Parrott Jr. Parkway, Dalton, GA. Specifications and Contract Documents may be obtained at Dalton Utilities' website www.dutil.com/commercial/eng_home.php or in person at Dalton Utilities, 1200 V.D. Parrott Parkway, Dalton, GA. A nonrefundable charge of \$100.00 will be charged for all copies of bid documents obtained from Dalton Utilities.

Acceptance or Rejection of Bids: The right is reserved to accept or reject any and all bids and to waive technicalities and informalities.

Statutory Requirements: Notwithstanding any provision of this advertisement, all proposals must also comply with the minimum applicable requirements of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

E-Verify Requirements: All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).

THE BOARD OF WATER, LIGHT AND SINKING FUND
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA

By: Tom Bundros, Chief Executive Officer

INSTRUCTIONS TO BIDDERS FOR

DALTON UTILITIES – 2021 DISTRIBUTION RELIABILITY IMPROVEMENTS

**FOR THE BOARD OF WATER, LIGHT AND SINKING FUND
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES**

Bids received until **2:00 P.M.**, Local Time **Tuesday, January 19, 2021**

Instructions to Bidders

I. Definitions:

Unless otherwise defined in this document, capitalized terms have the meaning defined in the Contract.

II. Complete Work Required:

The Specifications and all Contract Documents are essential parts of the Contract. Application requirements occurring in one are as binding as though occurring in all. All requirements are intended to be complementary, and to describe and provide for the complete Work.

III. Evaluation of Bidders:

The Contract will be awarded pursuant to O.C.G.A. Section 36-91-21 to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. A responsible bidder is a person or entity that has the capability in all respects to perform fully and reliably the Contract requirements as determined by Dalton Utilities (“Owner”). A responsive bidder is a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids as determined by Owner. Factors to be considered may include, but are not necessarily limited to the following:

IV. Determination of Contract Awardee:

1. The Owner reserves the right to award the project to the Contractor who presents a bid that is determined to be the best overall value to the Owner. **This does not guarantee award of the project to the lowest bidder.** Award of this contract will be based on a combination of price, schedule, previous experience on similar projects, references from other sources having employed the contractor and all other requirements detailed in this document and all contract documents. The owner will determine which is the lowest responsible and responsive bidder based on:
 - a) Completeness: The completeness and regularity of the bid form.
 - b) Exclusions: Bid form without exclusions, alternatives or special conditions.
 - c) Contract Time: The Contractor has until **December 31, 2021** to complete the project.

V. Qualifications of Bidders:

1. Each bidder must submit as part of its bid proposal a completed Statement of Bidder's Qualifications.
2. The bidder must maintain a permanent place of business.
3. The bidder must have adequate technical experience on similar projects of comparable size.
4. The bidder must have sufficient resources (including but not limited to labor, equipment, and financial resources) to complete the Project by the Completion Date and maintain timely progress as determined by the Owner. The bidder should consider existing commitments in determining adequate personnel and equipment availability throughout the Project so as to stay on schedule and finish all Work by the Completion Date.
5. The bidder shall possess all necessary certifications for the bidder as an entity, for individuals in its employ, and for all associated equipment to complete the Project by the Completion Date. Any reference made to necessary certifications includes but is not limited to conforming to the standards of all applicable technical society, organization, body, code and standards including Georgia ITS certification. In a case where the Owner establishes a more stringent qualification, the more stringent qualification shall prevail. In

addition, necessary certifications shall include all applicable requirements of local codes, utilities, and any other authorities having jurisdiction regarding the Projects. The bidder must have a damage prevention program in place providing for coordination of excavating with the Utilities Protection Center of Georgia and have the provisions for a readily available location for the excavation permit on site for the particular excavation. This information shall be delivered in writing prior to commencement of Work on the Project.

6. The bidder shall have all necessary licenses and permits to complete the Projects by the Completion Date. All licenses and permits must give the bidder authority to perform the Work including similar licensing for reference in the bidder's State of origin.
7. The bidder must have at least one Georgia ITS access only certified employee on the project.
8. If the Contract is awarded to the bidder, the bidder must obtain and maintain insurance coverage of the types and amounts set forth in the Construction Contract.

VI. Format for Bid Pricing:

Show all construction labor and equipment necessary to complete the project as shown in the Scope of Work as hourly pricing.

VII. Interpretation of Specifications:

If any Bidder has any question as to the true meaning of the scope of any part of the Work, it shall submit to the Owner a written request for an interpretation thereof. The entity submitting the request will be responsible for its prompt delivery in ample time for an interpretation to be issued before the bid opening date. Questions must be received by **5:00 P.M. on Wednesday, January 13, 2021**. Interpretations of the documents and a copy of the addendum will be made available to each entity receiving a set of the documents. The Owner will not be responsible for other interpretations of the documents. The bids shall be opened publicly and evaluated by the Owner without discussion with the bidders.

BID

Project Description: Dalton Utilities - 2021 Distribution Reliability Improvements

Proposal of _____
(hereinafter called "Bidder"),

To: The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia.

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor and equipment, hereby proposes to furnish all labor, equipment and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project by **December 31, 2021** thereafter as stipulated in the Specifications.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all necessary work as described in the Specifications to complete the Project as specified, including all appurtenant and accessory work for the price(s) stated below.

The price(s) stated below shall include all labor, equipment, supplies, overhead, profit, insurance, etc., to cover the finished work of the several kinds for which are called. Bidder agrees that, should the scope of work to be performed change during the project and those changes are accepted by both parties as outlined in the construction contract, additional work will be completed at or below mentioned unit rates.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within twenty (20) calendar days and deliver bonds and certificate(s) of insurance as required by the Contract Documents.

Respectfully submitted:

By _____

Signature

Title _____

Business Address

ATTEST:

Name _____

(Please Type)

Title _____

(SEAL)

Note: Attest for corporation secretary; for a partnership by another partner; for an individual by a Notary.

Dalton Utilities
Bid Detail Sheet

ITEM	DISCRIPTION	UNIT PRICE PER HOUR	QUANTITY	TOTAL PRICE
1	FOREMAN	\$ _____	1	\$ _____
2	A-LINEMAN	\$ _____	2	\$ _____
3	APPRENTICE	\$ _____	1	\$ _____
4	OPERATOR	\$ _____	1	\$ _____

CREW TOTAL	\$ _____
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EQUIPMENT				
ITEM	DISCRIPTION	UNIT PRICE PER HOUR	QUANTITY	TOTAL PRICE
1	4X2 55' BUCKET	\$ _____	1	\$ _____
2	4X4 55' BUCKET	\$ _____	1	\$ _____
3	4X4 LINE TRUCK	\$ _____	1	\$ _____
4	4X4 PICKUP	\$ _____	1	\$ _____
5	POLE TRAILER	\$ _____	1	\$ _____
6	LINE TENSIONER	\$ _____	1	\$ _____
7	LINE PULLER	\$ _____	1	\$ _____
8	LINE RIG	\$ _____	1	\$ _____
9	UG WIRE TRAILER	\$ _____	1	\$ _____
10	UG WIRE PULLER	\$ _____	1	\$ _____

EQUIPMENT TOTAL	\$ _____
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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA COUNTY OF WHITFIELD

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

He is _____ of _____, the bidder that has submitted the attached bid;

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

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Water, Light and Sinking Funding Fund Commissioners of the City of Dalton or any person interested in the proposed Contract; and

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

(Signed) _____
(Signature on File)

(Title) _____

Subscribed and Sworn to before me this ____ day of _____, 20__.

_____ My Commission Expires: _____

(Signature on File) (Notary Public)

(SEAL)

CORPRATE CERTIFICATE

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

This _____ day of _____, 20__.

(SEAL)

STATEMENT OF LICENSE CERTIFICATE

Each Utility Contractor bidding shall fill in and sign the following:

This is to certify that _____ (“Utility Contractor”) has fully complied with all the requirements of the Georgia State Construction Industry Licensing Board Laws and Rules. The Utility Contractor’s license number, other information outlined in the Instructions for Bidders, expiration date, and that part of classification applying to the bid shall appear on the envelope containing the Bid, otherwise the Bid will not be considered.

The Georgia State Construction Industry Licensing Board issued to the Utility Contractor:

Certificate No. _____ expires on _____.

Signed _____

Name _____

Title _____

CONSTRUCTION CONTRACT
FOR
DALTON UTILITIES - 2021 DISTRIBUTION RELIABILITY
IMPROVEMENTS

This construction contract (“Contract”) is made and entered into on the day of _____, 2021, by and between THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA, D/B/A DALTON UTILITIES, hereinafter called the “Owner” and _____, hereinafter called the “Contractor”.

WITNESSETH:

That for in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Definitions. As used in this Contract, the following terms are defined as follows:
 - A. “Contract Documents” mean and include the following (and all exhibits and amendments thereto):
 - (i) Advertisement for Bids;
 - (ii) Instructions to Bidders;
 - (iii) Contractor’s Bid
 - (iv) Non-Collusion Affidavit;
 - (v) Corporate Certificate;
 - (vi) Statement of License Certificate;
 - (vii) Construction Contract;
 - (viii) Payment Bond;
 - (ix) Performance Bond;
 - (x) General Requirements & Conditions;
 - (xi) E-Verify Affidavits
 - B. “Completion Date” means the date that the Contractor has completed all of its Work regarding the Project and all of the certifications and affidavits have been executed in compliance with the Contract Documents.
 - C. “Project” means Dalton Utilities – 2021 Distribution Reliability Improvements project as previously described in the Contract Documents.
 - D. “Work” means all tools, equipment, labor, installation, testing and all other services necessary for the completion of the Project.
2. Performance of Work by Contractor. The Contractor shall perform all of the Work described in the Contract Documents and comply with the terms therein for the price set forth in the Notice of Award. All Work performed by the Contractor shall be subject to the inspection and approval of the Owner.
3. Changes from Plans and Specifications. Any and all changes from the Contract Plans and Specifications shall be approved by the Owner prior to any changes in the Work

being performed. For the purpose of this section, a change in the scope of the Work to be performed occurs whenever there is a change in the total price of the Contract or the scheduled Completion Date.

4. Time Period for Performance of Work. The Contractor will be required to complete all work for the project by **December 31, 2021** calendar year. In addition, the Contractor shall achieve completion dates, if any, as specified in the Contract Documents for specific tasks to be accomplished as part of the overall Project. Work shall begin on the date specified in the Notice to Proceed. The Contractor shall deploy labor and equipment such that Work is prosecuted regularly, diligently and uninterrupted, at a rate of progress that will ensure meeting all final or task specific completion dates.

5. Bonds.

A. Payment Bond. The Contractor shall provide a payment bond in an amount equal to \$250,000.00 payable by the terms of this Contract.

B. Performance Bond. The Contractor shall provide a performance bond in an amount equal to \$250,000.00 payable by the terms of this Contract.

6. Compliance with Laws, Regulations, and Contractor Requirements. The Contractor will comply with all applicable laws and with all the requirements of any and all federal, state, and local authorities having jurisdiction over said Work or any matters connected therewith. Contractor will also comply with all requirements contained in General Requirements and Conditions of the Plans and Specifications.

7. Payment for Work Performed. The owner shall pay only for Work completed in accordance with the prices detailed in the bid and as otherwise herein stated. The Contractor shall submit invoices not later than the tenth day of each month to the Owner for the Work completed during the preceding month. The Contractor will attach to such invoices a detailed summary of the Work completed during the preceding month and the Contract period to date in a format prescribed by the Owner. Should the Owner not prescribe a format, the Contractor shall present the Owner with a format for review and approval prior to the first invoice being submitted.

All Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection Work upon which payments have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Within 30 days after the receipt and approval of the invoices, the Owner will pay the Contractor for the Work covered by said invoices and completed in accordance with this Contract, less any applicable retainage as discussed below in Section 8. Contractor agrees to and hereby does waive all rights to interest on retainage.

8. Retainage. The Owner shall retain a maximum of ten percent (10%) of each progress payment described in Section VII of this Agreement. However, the Owner shall not, except as set forth hereinafter, withhold any additional retainage when fifty percent (50%) of the total Contract price, including Change Orders and other additions to the Contract, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the Owner. If after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, the Owner may resume retention at the previous retention percentage level.
9. Non-Exclusivity. It is understood and agreed that this Agreement is not exclusive and that the Owner shall have the right to employ other persons or entities to perform work for it similar to that herein provided for and shall also have the right to perform such work for itself.
10. Warranty. The Contractor warrants and guarantees for a period of one (1) year from the Completion Date that the Contractor's Work is free from any and all defects. The Contractor shall promptly make all repairs or other corrections necessary as a result of said defects, including repairs to any other portion of the Project that are necessitated by said defects. If the Contractor fails to promptly make such repairs or corrections, the Owner may make, or contract with a third party to make, said repairs or corrections, and charge the Contractor the cost incurred by the Owner. The Contractor's Performance Bond shall remain in full force and effect during the warranty period. This Section shall survive the termination of this Agreement.
11. Insurance: The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a certificate of insurance currently in force. The Contractor shall maintain said insurance coverage during the entire time period of the Contractor's performance of this Contract and warranty period. The certificate of insurance must list The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities as an additional named insured. The insurance shall not be cancelled or materially altered unless at least 30 days prior written notice has been given to the Owner. This coverage must include but is not limited to:
 - A. Worker's Compensation Insurance: Worker's Compensation for every person engaged in any work on the Project.
 - B. General Liability: Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:
 1. Bodily Injury Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.

2. Property Damage Insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.
 3. Automobile Liability including bodily injury and property damage of aforesaid amount.
 4. Owner's Protective Liability Insurance to be issued in the name of the Owner for liability and property damage in an amount to be determined by the owner.
 5. Umbrella Policy to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.
 6. Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work to be set up in the names of Owner and Contractor as their interest may appear.
11. Indemnification: The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including claims for consultants' and attorneys' fees, arising out of or resulting from the failure to perform the Work in a good and workmanlike manner by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- In any and all claims against the Owner, or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.
12. Termination of Contract. In the event the Contractor shall violate any provisions of this Contract or any other Contract Documents, or if the quality or quantity of the Work performed is, in the sole judgment of the Owner, substandard or unsatisfactory, the Owner shall have the right to terminate this Contract upon 10 days written notice to the Contractor. If this Contract is terminated by the Owner pursuant to the provisions of this Section, Contractor shall be responsible for payment of all damages incurred by the Owner as a result of said termination, including but not limited to the cost of completing the Work on the Project.
13. Other Remedies. If the Contractor defaults under any of the provisions of the Contract Documents, the Owner shall be entitled to pursue all remedies permitted by

law, including but not limited to those remedies set forth elsewhere in the Contract Documents. All remedies of the Owner are cumulative and non-exclusive.

14. Delay in Completion of Project. The Contractor shall proceed with the Work at a rate of progress that will ensure completion of the Project by the Completion Date. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for Project completion described is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Project. It is further agreed that time is of the essence of each and every portion of this Project.
15. Approval of Subcontractors. The Contractor acknowledges and agrees that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be approved in writing by the Owner prior to the subcontractor performing any work on the Project.
16. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties hereto with respect to its subject matter and there are no representations, warranties, agreements, undertakings or conditions, express or implied, except as set forth herein. In the event of any conflict between the provisions of the Contract and the other Contract Documents, the provisions of the Contract control.
17. Modification to Agreement. This Contract may not be amended, supplemented or otherwise modified except by written instrument signed by each of the parties hereto.
18. Notices. Any notices or other communications required or permitted to be given and instruments referred to herein must be given in writing and personally delivered or mailed by prepaid certified mail to the following addresses:

If to Owner: Dalton Utilities
Attn: CEO
PO Box 869
1200 V.D. Parrott, Jr. Parkway
Dalton, GA 30722

If to Contractor: Contractor Name
Attn: Contractor Contact
Contractor Address
Contractor City, State, Zip

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is mailed (postmarked) or personally delivered as aforesaid. Any party may change its address for purposes of this Contract by giving notice of said change to the other parties pursuant to this Section.

19. **Non-Waiver.** No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
20. **Severability.** Every provision of this Contract is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.
21. **Governing Law.** This Contract shall be deemed to have entered into in and shall be construed in accordance with and governed by the laws of the State of Georgia.
22. **Binding Effect.** The provisions of this Contract shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors and assigns.
23. **Time is of the Essence.** Time is of the essence of each and every provision of this Contract.
24. **No Third-Party Beneficiaries.** Except as may be otherwise expressly provided in this Contract, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Contract.
25. **Captions.** The sections and captions contained herein are for convenience and reference only, and are not intended to define, extend, extend, or limit any provision of this Contract.
26. **Confidentiality.** To the extent not prohibited by law, the Contractor shall keep confidential the terms of the Contract Documents.
27. **Assignment.** This Contract may not be assigned by the Contractor without the prior written consent of the Owner.
28. **No partnership.** This Contract shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have the right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.
29. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

ATTEST: (As to Contractor)

CONTRACTOR

(Insert Name of Contractor)

By: _____ L.S.

Title: _____

(SEAL)

ATTEST:

Chief Energy Services Officer

WATER, LIGHT AND SINKING FUND
COMMISSION CITY OF DALTON,
GEORGIA

By: _____ L.S.

(SEAL)

Date: _____

Tom Bundros
CEO

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, CONTRACTOR NAME AND ADDRESS (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **Two Hundred Fifty Thousand (\$250,000.00)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, **2021** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the **DALTON UTILITIES - 2021 DISTRIBUTION RELIABILITY IMPROVEMENTS** project, more particularly described in the Construction Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or equipment under the Construction Contract, and any amendments thereto, with regard to labor or equipment furnished and used in the Project, and with regard to labor or equipment furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or equipment used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or equipment were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services or equipment: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the

obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any equipment or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor or equipment were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, CONTRACTOR NAME AND ADDRESS (hereinafter called the “Principal”) and **SURETY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **Two Hundred Fifty Thousand (\$250,000.00)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, **2021** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the **DALTON UTILITIES - 2021 DISTRIBUTION RELIABILITY IMPROVEMENTS**, more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2021.

CONTRACTOR

By: _____

Title: _____

Attest: _____

(SEAL)

Title: _____

SURETY

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Attest: _____

(SEAL)

Title: _____

[Attach Power of Attorney]

GENERAL REQUIREMENTS AND CONDITIONS

Contract Scope of Work:

The work consists of, but is not limited to, a contract that will be signed on or about, **Friday, January 29, 2021**, after the bids have been reviewed and evaluated. Official contract start date will be **Monday, February 1, 2021** and will continue through **December 31, 2021**. Work will include forty (40) hours a week labor for a 5 man crew, excluding holidays and inclement weather, any 3 man crews will require prior approval. Contractor will be responsible to have equipment and tools required for the construction of 7,200/12,470 and 14,400/24,940 VAC 3-phase overhead and underground distribution lines for Dalton Utilities. The contractor will be required to install and remove poles, related capacitor banks, transformers, switches and underground risers and to pull underground wire, re-conductor lines, build new lines and perform other distribution line work related to the improvement of Dalton Utilities' electrical distribution system. Dalton Utilities will provide all material.

The contractor must be able to supply needed crews to meet the work requirements of Dalton Utilities.

Dalton Utilities reserves the right to adjust the scope and quantities of the work during the contract period as necessary. The bidder must declare that he understands that the scope of work shown in this proposal is subject to adjustment by either increase or decrease by Dalton Utilities. Should the quantities of any of the items of the work be increased, the bidder agrees to do the additional work at the unit prices stated herein. Should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid.

Additional work may be awarded in whole or in part in any combination so deemed by Dalton Utilities at the unit prices specified.

Specific Requirements:

- All work must be performed in accordance with Dalton Utilities' Standard Specifications.
- Contractor will provide Dalton Utilities with a copy of their Anti-Drug Plan along with access to any documentation necessary for compliance with applicable federal or state regulatory requirements.
- Contractor's bid shall be valid for sixty (60) days.
- Contractor will have until **December 31, 2021** to complete the project from notice to proceed.
- 1 year warranty period.
- For projects requiring more than 30 days of work, monthly progress payments may be required until the project is complete and accepted by Dalton Utilities.

- Contractor shall possess and provide evidence to Dalton Utilities of a valid Georgia Utility Contractor's License.
- All jobsites will be returned to equal or better condition than when work began.
- Excess dirt from the installation of poles set within 50 feet of any public road, or other specific location identified by Dalton Utilities, shall be removed from the site.

Contractors Obligations:

The Contractor shall, in good workmanlike manner, perform all work, equipment, facilities and means except as herein otherwise expressly specified, necessary and proper to complete all work required by the Construction Documents and in accordance with the directions of Dalton Utilities as given from time to time during the progress of the work. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its methods, workmanship, and for any damage which may result from its failure or its improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Document Specifications, and shall do, carry on, and complete the entire work to the satisfaction of Dalton Utilities.

Note: The Contractor shall immediately notify Dalton Utilities upon becoming aware of any circumstances/factors that may negatively impact the Project Completion Date or bid amount so that the circumstances/factors can be review/evaluated and a joint corrective action plan be developed.

Owners Authority:

Dalton Utilities shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials. Dalton Utilities shall decide the meaning and intent of any portion of the Contract Documents where the same may be in dispute. The Owner's decisions shall be final and conclusive, except as herein otherwise expressly provided.

Any difference or conflicts in regard to the work, which may arise between the Contractor under this Construction Contract and other contractors performing work for the Owner, shall be determined by Dalton Utilities.

Dalton Utilities is not, in any way, responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

Project Schedule:

The Contractor, in conjunction with Dalton Utilities, shall develop a Proposed Project Schedule outlining the order of Work and associated timeframes such that the required scope of Work can be successfully completed by the completion date. The Proposed Project Schedule shall incorporate any intermediary deadlines for completion of

particular items of Work as outlined herein. This Project Schedule shall show the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents. This Project Schedule is subject to continuous review and approval by Dalton Utilities. The Contractor shall submit an updated progress schedule as requested by Dalton Utilities such that progress can be routinely monitored and tracked.

The contractor shall provide the owner with their scheduled work hours for the project. Any deviations from these standard hours will require a minimum of 48 hour notice and approval by the owner.

Environmental, Health and Safety:

The Contractor shall perform all necessary action at all times during the construction period to ensure the protection of all persons performing Work on the Project, the general public and the environment. In emergencies affecting the safety of persons, the work or property at the Project site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall make prompt written notice to the Owner of any changes in the work or deviations from the Contract Documents caused thereby.

Safety and health facilities and procedures shall be in accordance with the requirements of the National Occupational Safety and Health Act of 1970, as amended. The Contractor shall comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the National Occupational Safety and Health Act of 1970, as amended (P. L. 91-596), and under Section 107 of the Contract Work Hours and Safety Standard Act (P. L. 91-54).

All construction debris and construction waste shall be properly stored and disposed in accordance with applicable Federal, State and Local regulations/ordinances. All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and applicable Federal, State and Local regulations/ordinances.

The Contractor shall utilize best management practices for erosion, sedimentation and pollution control during all phases of construction.

The Contractor shall provide Dalton Utilities with a copy of the Company's Environmental, Health and Safety Program and a Project specific plan as to how the Contractor is to complete the Project in a safe and environmentally protective manner.

Laws of the Place:

The Contractor shall complete the Project in accordance with the applicable national, state, county, and municipal laws, ordinances, and regulations. The Contractor shall keep itself fully informed of those laws, ordinances, and regulations which would, in every way, affect those engaged and employed in the Project, the materials used in the Project, and the conduct of the Project; and the Contractor shall keep itself fully informed of all orders and decrees of bodies and tribunals having jurisdiction and authority over the Project. If discrepancies or inconsistencies, or both, should be discovered in the Construction Documents, in relation to laws, ordinances, regulations, orders, and decrees, the Contractor shall forthwith report the fact, in writing, to the Owner. The Contractor shall protect and indemnify the Owner, its officers, agents, and employees, against claims and liabilities arising from, or based on, the violation of those laws, ordinances, regulations, orders, and decrees, whether by the Contractor or by its employees, agents or subcontractors.

Licensing/Permits:

The Contractor shall have all necessary licenses and permits to complete the Project by the Completion Date. All licenses and permits must provide the Contractor authority to perform the Work including similar licensing for reference in the Contractor's state of origin. This includes any permits required by local government authorities. Subcontractors are required to have a current Georgia Utility Contractor's License.

Certifications:

The Contractor shall possess all necessary certifications for the Contractor as an entity, for individuals in its employ, and for all associated equipment to complete the Project by the Completion Date. Necessary certifications include but are not limited to conforming to the standards of all applicable technical societies, organizations, bodies, codes and standards. In a case where the Owner establishes a more stringent qualification, the more stringent qualification shall prevail. In addition, necessary qualifications shall include all applicable requirements of local codes, utilities, and any other authority having jurisdiction.

Competent Labor:

The Contractor shall only employ competent and skilled personnel to perform the Work. The Contractor shall at all times have a superintendent who is satisfactory to the Owner and who is capable of acting as the Contractor's agent on this work. This superintendent shall receive instructions from the Owner or its authorized representative. The superintendent shall have full authority to execute the orders and directions of the Owner without delay, and to promptly supply, tools, plant equipment, and labor as may be required. The Contractor shall upon demand by Owner, immediately remove that superintendent, foreman, and/or workman whom the Owner may consider to be incompetent or undesirable, or both.

Subcontracting:

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not subcontract the complete Work, or more than 50% of any portion of the Work unless the Work in question is to be performed by a specialty subcontractor, or any major portion thereof, and shall not award any Work to any subcontractor without prior written approval by the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give the Contractor the same power in regard to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. Subcontractors are required to have a current Georgia Utility Contractor's License.

Materials, Services and Facilities:

The Contractor acknowledges that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to, complete, deliver the Work within the specified time.

Materials and equipment shall be stored in a manner to ensure the preservation of their quality and fitness for the work. Contractor shall provide the Owner's inspector with confirmation that authorization was granted from any property owner prior to storing any Project materials on private property. Owner's inspector may verify such authorization with the property owners.

Quantities of Estimate:

The estimated quantities of Work to be done under these Contract Documents, including the Proposal, are given for use in comparing bids, and to indicate approximately the total amount of the Construction Contract; and the right is especially reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by the Construction Contract.

Extras:

Without invalidating the Construction Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the Work, and the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra Work or materials shall be allowed unless the Work is ordered in writing by the Owner and the price is stated in such order.

Owner's Right to Withhold Certain Amounts and Make Application Thereof:

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics and furnishers of machinery and parts thereof, equipment, power tools, and all supplies including commissary, incurred in the furtherance of the performance of the Construction Contract. The Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner, may after having served written notice on the said Contractor, either directly pay said unpaid bills, or withhold from the 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 the Contractor shall be resumed, in accordance with the terms of the Construction Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its Surety. The Owner shall not be liable to the Contractor for any such payments made in good faith.

Payments by Contractor:

Payments by the Contractor to vendors for all tools and other expendable equipment in an amount not less than ninety percent of the cost thereof, shall be made not later than the 20th day of the calendar month following that in which such tools and equipment are delivered at the site of the Project.

Payments by the Contractor to Subcontractors shall be made not later than the 5th day following each payment to the Contractor, for the respective amounts allowed the Contractor on account of the Work performed by its subcontractors.

Changes/Deviations from Plans and Specifications:

Should the Contractor encounter, or the Owner discover, during the progress of the Work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the Contract shall be modified, with the written approval by the Owner, to provide for any increase or decrease of costs or difference in time resulting from such conditions. No changes in Work shall be made without prior written approval by the Owner.

The Contractor shall proceed with the performance of any changes in the Work so ordered in the field by the Owner unless the Contractor believes said change entitles it to a change in Contract price and/or time, in which event the Contractor shall give the Owner written notice thereof within seven days after receipt of the field order and shall not execute the field change pending the execution of a Change Order unless the change is for accident prevention as cited herein.

Upon request, the Contractor shall furnish the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. Source point documentation of claimed costs is required. In figuring these changes, instructions for measurement of quantities set forth in the Specifications shall be followed.

Charges or credits for the Work covered by the approved change shall be determined by one or more, or a combination of the following methods. All charges or credits must be pre-approved in writing by the Owner.

Unit Prices

Unit prices contained in extra work items or as subsequently approved. The unit prices shall include allowances for overhead and profit.

Actual Cost

The actual cost, verified by daily approved time sheets, to include all labor, equipment, overhead and profit.

Claims for Extra Cost:

No claim for extra work or cost shall be allowed, unless the same was done in pursuance of a prior written approval by the Owner and the claim is presented with the first estimate after the changed or extra work is done.

Pre-Construction Meeting/Notice to Proceed:

Upon signing of the Contract Documents, a pre-construction meeting may be scheduled by the Owner. A Notice to Proceed will be provided to the Contractor and specific administrative, technical and logistical issues associated with the Project shall be discussed. The Contractor shall provide the Owner the following prior to commencement of Work:

1. Copies of all required licenses, permits and certifications or a plan acceptable to the Owner for obtaining said licenses, permits and certifications.
2. A copy of the Contractor's Environmental, Health and Safety Program.
3. A copy of the Contractor's Damage Prevention Program

Progress Meetings:

Regular progress meetings will occur between the Owner and the Contractor to routinely assess progress and proactively resolve issues until the project is complete to the satisfaction of the Owner. A frequency (usually bi-weekly or monthly) and schedule for progress meetings will be established by the Owner.

Inspection:

The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the Work performed is in accordance with the requirements and intent of the Specifications and Drawings. No Work shall be performed without suitable inspection by the Owner or his representative. Failure by the Owner to reject defective Work shall neither prevent later rejection when those defects are discovered, nor obligate the Owner to accept defective Work. The representatives of all state, local, and federal regulatory agencies will have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. Where special safety equipment is required for inspection, the inspector shall be furnished this equipment by the Contractor.

Authority and Duties of Owner's Inspector(s):

Owner's inspector(s) ("Inspector") shall be authorized to inspect all work done. The Inspector shall not be authorized to alter or waive requirements of the Drawings and/or Specifications. The Inspector shall inform the Contractor of failures of the Work to conform to the Drawings and Specifications. The Inspector may suspend Work until questions at issue can be decided by the Owner. The presence of the Inspector shall in no way lessen the responsibility of the Contractor. The Inspector's failure to notify the Contractor of failures of the Work to conform to the Drawings and Specifications shall not relieve the Contractor of any liability for faulty Work.

Rejection of Work:

All Work done which is not in accordance with the Specifications and Drawings will be rejected. Such Work, which has been rejected, shall be immediately removed. Work shall then be done in accordance with the Specifications and Drawings. If the Contractor fails to remove the Work within forty-eight hours after having been ordered to do so, the Owner shall have the authority to immediately suspend the Contractor's Work. The Owner shall also have the authority to supply personnel, at the cost and expense of the Contractor, in order to remove that Work which are found not to be in accordance with the Specifications and/or Drawings.

Defective Work:

The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill the Contract. Defective Work shall be corrected even though the Work has been previously inspected by the Owner and accepted or estimated for payment. Previous failure by the Owner to condemn improper workmanship shall not be considered a waiver of defects, nor prevent the Owner at any time subsequently from recovering damages for Work actually defective.

Corrections:

Should any portion of the Drawings and Specifications be obscure or in dispute, they shall be referred to the Owner who shall decide as to the true meaning and intent. The Owner shall also have the right to correct errors and omissions at any time when those corrections are necessary for the proper fulfillment of the Drawings and Specifications.

Disagreement:

Should any disagreement or difference arise as to the estimate, quantities, or classifications, or as to the meaning of the Drawings and/or Specifications, on any point concerning the character, acceptability, and nature of the several kinds of work and construction thereof, the decisions of the Owner shall be final, conclusive, and binding upon all parties to the Construction Contract.

Land and Rights-of-Way:

The Owner will furnish all land and rights-of-way necessary for the carrying out of this Construction Contract. The Contractor shall take every precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public highways shall not be obstructed in such a way to cut off traffic. The Contractor shall, at its own expense, repair any damage or injury to either private or public property during progress of the Work.

Sanitary Facilities:

Necessary sanitary facilities shall be the responsibility of the Contractor. No temporary sanitary facilities shall be located on private property without first obtaining property owner permission and providing such to the Owner's inspector. Facilities shall be maintained in a sanitary condition, and in strict accordance with local regulations. No unsanitary act shall be committed outside sanitary facilities.

Roads, Streets, Driveways and Walks:

Access to all driveways, entrances, parking lots, buildings and equipment shall be available at all times. All driveways, roads, streets, and walks shall be maintained in good condition at all times. If damage occurs, repairs shall be affected immediately. Cleaning, either by washing or sweeping or combination thereof, shall be employed at whatever frequency necessary to keep driveways, roads, streets and walks clean of mud, dirt and other construction debris. Streets, roads and drives used by the Contractor for access to and from material storage areas job site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for, or in connection with, construction work. All access drives shall have a construction apron to prevent material carry-over onto public roads and streets.

Flagging/Signage/Protective Works:

The Contractor shall furnish and install all necessary temporary works for the protection of the Work and the general public including trained flagmen, warning signs, barricades, and lights at night. The Contractor shall provide signage at all times at the location of Work identifying the Contractor and that the Contractor is performing Work for the Owner.

Existing Utility Protection:

The Owner has determined the proposed work may be in conflict with several existing, private water and other utility services. The Contractor shall be responsible for proper notification to the Utility Protection Center prior to any excavation and maintaining a copy of the excavation permit associated with each particular excavation such that it is readily available for review/inspection at the job site. The Contractor shall be prepared to repair any lines damaged during construction to maintain service to existing customers at all times. The cost for this work shall be included in the prices provided.

At the pre-construction meeting, the Contractor shall provide the Owner a copy of the Contractor's Damage Prevention Program outlining how the Contractor intends to protect existing utilities during construction.

Any damage done to existing utility lines, drains, power and telephone cable, poles, and structures of every nature, not indicated to be replaced and/or abandoned shall be repaired or replaced by the Contractor at its own expense. The approximate position of certain known underground lines and structures are shown on the Drawings according to

available information. Existing small lines are not shown. The Contractor shall locate, excavate and expose all existing underground lines in advance of trenching and other construction operations. Where connections are to be made at underground structures and pipelines, elevations and locations shall be verified prior to construction of the pertinent Work. Where underground utilities or obstructions are encountered which conflict with the new Work, the location and/or alignment of the new or existing lines may be changed to avoid interference upon written approval of the engineer or Owner.

Interruption of Service:

All Work shall be performed in such a manner so as to minimize and/or eliminate service interruptions to the Owner's customers. The Contractor shall coordinate all utility work through the Owner and all service interruptions must be reviewed and planned in advance with the Owner. As a general rule, no service interruption shall occur without the Owner being able to provide a 2-day advance notice to customers as to the date, time and expected duration of any outage. No outage shall last longer than 4 hours unless otherwise approved in writing by the Owner. If the Work cannot be accomplished in this manner, the Contractor must plan to accomplish the required Work via other methods approved by the Owner. The Contractor shall perform any Work requiring outages during periods of low customer demand, some night work and weekend work may be required at the request of the Owner and there will be no additional compensation for this work when scheduled in advance.

Demolition:

Should the Contractor be required to perform any demolition, the structures shall be removed to grade. All structures demolished shall be filled to finished grade with compacted fill or crushed stone.

All materials shall be removed from the Project site and disposed of as directed by the Owner. The Contractor shall provide information to the Owner concerning the disposition of materials from demolished buildings.

Blasting:

If the scope of the Project requires blasting or the Contractor contemplates conducting blasting at some point during the project, the Contractor shall obtain additional insurance to cover such work in an appropriate dollar amount to be determined by the Owner. In addition, a pre-blast survey shall be conducted on all utility structures and substructures checking for leaks, service connections in the vicinity, and potential problems that might arise from blast disturbances. Seismic recorders must be set up at all structures in the vicinity determined by the pre-blast survey to be possibly affected from blasting conforming to all local, state and federal codes. Immediately after blasting is completed, a post-blast survey will be conducted on all utility related structures and substructures checking for leaks, service interruptions and facility weakening caused by blasting.

Housekeeping:

The Contractor shall keep Project locations and material storage areas clean and orderly at all times. Trash, construction debris, litter etc. shall not be allowed to accumulate. Clean-up shall occur on a frequent enough basis to ensure the aforementioned is achieved.

Before the work is considered as complete all rubbish and unused material related to the Work must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fence, and other public and private property disturbed or damaged shall be restored to their former condition or better on an on-going basis by the Contractor at no additional cost to the Contractor. This shall be done prior to the final inspection and any discrepancies noted on the inspection must be completed before final payment.

Acceptance of Work and Final Payment:

Before final acceptance of the Work and payment to the Contractor of any retainage held by the Owner, the following requirements shall be complied with:

Final Inspection:

Upon written notice from the Contractor that final Work is ready for inspection, the Owner will make a final inspection of the Work, and shall notify the Contractor of instances where its Work fails to comply with the Contract Drawings and/or Specifications via creation and distribution of a "Punch List" of work remaining to be completed and/or deficiencies requiring remedy. The Contractor shall immediately make such corrections as are necessary to make the Work comply with the Contract Drawings and Specifications to the satisfaction of the Owner.

Operating Tests:

Defects in equipment operation will be noted and promptly repaired by the Contractor. This is to test the facility and all equipment to determine that it is in accordance with the Contract Drawings and Specifications. All Work found to be defective shall be repaired or replaced. The retainage as provided herein will not become payable to the Contractor until the thirty (30) day operating period has successfully been completed and other stipulations set forth in the Contract Documents have been satisfied.

In case of completion of a significant portion of the Work, the Contractor may submit to the Owner a written request to be granted early startup according to procedures provided herein. Upon receipt of such request, the Engineer and the Owner will evaluate its merit and respond with a written determination. If the request is granted, and upon successful 30-day test period, a portion of the retainage shall be determined by the Owner and become due to the Contractor.

Special Conditions for this project:

Contractor has until **December 31, 2021** to complete the entire project.

Liens:

Final acceptance of the Work will not be granted and the final payment will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work under the Construction Contract have been settled, and that no legal claims can be filed against the Owner for such labor or materials.

Final Estimate:

Upon completion of all clean up, alterations and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Owner will issue a certificate of final acceptance of the Work. The Contractor shall then prepare his final estimate. After review and approval by the Owner, the payment shall then become due net 30 days.

Acceptance of Final Estimate:

The acceptance of payment by the Contractor regarding the final payment shall operate as a release to the Owner from all claims and liabilities to the Contractor for all Work done or for any act of the Owner or its agents affecting the Work.

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(B)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city), _____
(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(B)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___ 2021___ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 2021

NOTARY PUBLIC

My Commission Expires: _____

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-L0-91(B)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 2021 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __ DAY OF _____, 2021

NOTARY PUBLIC

My Commission Expires: _____