

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS

SANITARY SEWER CONNECTION SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
PLUMBER

PLUMBER:

PROJECT: SANITARY SEWER CONNECTION PROGRAM

DATE EXECUTED:

DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS

SANITARY SEWER CONNECTION SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
PLUMBER

This Agreement is made and entered into this _____ day of _____, 20____ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called "AUGUSTA" and _____, a Corporation authorized to do business in Georgia, hereinafter called the "PLUMBER."

WHEREAS, AUGUSTA desires to engage a qualified licensed plumbing contractor to furnish services for:

Sanitary Sewer Connection Services Task Order Program – Phase 3

WHEREAS, the PLUMBER has represented to AUGUSTA that it is qualified, licensed, ready and able to perform the Work in connection with this task order program, and AUGUSTA has relied upon such representation.

Furthermore, the PLUMBER shall perform and furnish all the materials, labor, equipment, and other things necessary for each Task Order at the locations identified in the Task Order, in accordance with the Contract Documents as defined by the General and Special Conditions hereto attached, which are hereby made a part of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between AUGUSTA and the PLUMBER that:

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SANITARY SEWER CONNECTION PROGRAM SERVICES

Augusta, Georgia

The Honorable Garnett Johnson, Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith McKnight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE
January 11, 2024

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SECTION IB

INSTRUCTIONS TO BIDDERS

IB-01 GENERAL

All proposals must be presented in a sealed envelope, addressed to the OWNER. The proposal must be filed with the OWNER on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

IB-02 EXAMINATION OF WORK

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work; the conformation of the ground; the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

IB-03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Geri A. Sams, Director of Procurement; Procurement Department; Suite 605; 535 Telfair Street; Augusta, GA 30901 and to be given consideration must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. Mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

IB-04 PREPARATION OF BIDS

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all OWNERS. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

NOTE: A 10% Bid Bond is required in all cases.

IB-05 BASIS OF AWARD

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the CONTRACTOR to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

IB-06 BIDDER'S QUALIFICATIONS

No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He shall submit with his proposal, sealed in a separate envelope, a FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications. The OWNER may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The OWNER reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

IB-07 PERFORMANCE BOND

At the time of entering into the contract, the CONTRACTOR shall give bond to the OWNER for the use of the OWNER and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the OWNER harmless from all cost and charges that may accrue on account of the doing of the work specified, and for compliance with the laws pertaining thereto. Said bond shall be for the amount of the contract satisfactory to the OWNER and authorized by law to do business in the State of Georgia.

Attorneys-in-fact who sign bonds must file with each copy thereof a certified and effectively dated copy of the power of attorney.

IB-08 REJECTION OF BIDS

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the OWNER.

Date: _____

Ladies and Gentlemen:

In compliance with your invitation for bids, the undersigned hereby proposes to furnish all labor, equipment and material, and perform all work for the project referred to herein as:

SANITARY SEWER CONNECTION PROGRAM – PHASE 3

The undersigned hereby agrees that, upon receipt of AUGUSTA’s written acceptance of the Task Order proposal, he will within 10 days of receipt of such notice execute a Task Order agreement with the OWNER, and that he will provide the bond or guarantees required by the contract documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work in accordance with required contracted task order performance dates based upon a written notice to proceed per each qualified task order. The undersigned hereby also agrees that the work will be completed within a timeframe reasonable to accomplish the work, or that which has been mutually agreed upon by the Augusta Utilities Department, based on the scope for work for the task order as assigned.

The undersigned acknowledges receipt of the following addenda:

Addendum No. Addendum Date

Enclosed is a bid guarantee consisting of

_____ in the Amount of

_____.

Respectfully Submitted,

Firm

Address

By: _____

TITLE: _____

SECTION NA

NOTICE OF AWARD



NOTICE TO PROCEED

DATE: _____

TO: Name _____

Attn:Firm Contact _____

Address1 _____

City, State 30901 _____

PROJECT: Name _____ PROJECT NO: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____
on or before _____, and you are to complete the WORK within _____
consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Very truly yours,

Project Engineer

Receipt of this NOTICE TO PROCEED is hereby acknowledged

This, the _____ day of _____, 2024

Contractor: _____

By: _____

Title: _____

Please sign and return one copy of this Notice to Proceed Acknowledgement to:

**Augusta Utilities Department
Attn: SSCP Managers
452 Walker Street, Suite 200
Augusta, GA 30901**

SECTION BB

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the _____
_____ as Principal, _____ and as Surety,
are hereby held and firmly bound unto the Augusta, Georgia Commission of Augusta,
Georgia as Owner in the penal sum of _____
_____ for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the
Augusta, Georgia Commission of Augusta, Georgia, a certain Bid, attached hereto and hereby
made a part hereof to enter into a contract in writing for the _____ **Sanitary Sewer Connection**
Program – Phase 3 _____, for Augusta, Georgia in accordance with plans and specifications of the
AUGUSTA UTILITIES DEPARTMENT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety , for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this _____ day of _____ A. D. 20_____.

Witness _____ (seal)
_____ (Principal)

Attest _____ by _____ (seal)
_____ (Title)

Witness _____ (seal)
_____ (Surety)

Attest _____ by _____ (seal)
_____ (Title)

SECTION PB

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT *BOND* ON PAGE PB-3, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

Signed and sealed this _____ day of _____ A. D. 20_____.

Witness _____
_____ (Contractor) (seal)

Attest _____
by _____ (Title) (seal)

Witness _____
_____ (Surety) (seal)

Attest _____
by _____ (Title) (seal)

SECTION PB

LABOR AND MATERIAL PAYMENT BOND

NOTE:

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND ON PAGE PB-I, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

Signed and sealed this _____ day of _____ A. D. 20_____.

Witness _____
_____ (Contractor) (seal)

Attest _____
by _____ (Title) (seal)

Witness _____
_____ (Surety) (seal)

Attest _____
by _____ (Title) (seal)

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement or in other Contract Documents, whether in the singular or in the plural, the following terms shall have the following meanings:

Addenda - Any changes, revisions or clarifications of the Contract Documents which have been duly issued by AUGUSTA to prospective Bidders prior to the time of opening of Bids.

Agreement - The written agreement between AUGUSTA and PLUMBER covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Agreement Execution - means the date on which PLUMBER executes and enters into an Agreement with AUGUSTA to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the PLUMBER under this Agreement.

Application for Payment - The form accepted by PROJECT MANAGER which is to be used by PLUMBER in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

AUGUSTA - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security furnished by PLUMBER and its Surety in accordance with the Contract Documents.

Change Order - A document recommended by PROJECT MANAGER, which is signed by PLUMBER and AUGUSTA, and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Documents - All documents which define the scope of the project, including but not limited to, this Agreement, task orders, specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

Contract Price - The moneys payable by AUGUSTA to PLUMBER under the Contract Documents as stated in the Agreement and/or Task Orders

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Day - Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

Defective - An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER's recommendation of final payment, unless responsibility for the protection thereof has been assumed by AUGUSTA at Substantial Completion.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by PROJECT MANAGER and are referred to in the Contract Documents.

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 by the Mayor of Augusta, Georgia.

Field Order - A written order issued by PROJECT MANAGER that modifies Drawings and Specifications, but which does not involve a change in the Contract Price or the Contract Time.

Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by AUGUSTA to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, AUGUSTA will sign and deliver the Agreement.

Notice to Proceed - A written notice given by PROJECT MANAGER to PLUMBER fixing the date on which the Contract Time will commence to run and on which PLUMBER shall start to perform PLUMBER'S obligations under the Contract Documents and/or the Task Orders.

PLUMBER - means the party or parties contracting directly with AUGUSTA to perform Work pursuant to this Agreement.

PROJECT MANAGER - The professional in charge serving Augusta with architectural or engineering services, their successor, or any other person or persons, employed by Augusta, for the purpose of directing or having in charge the work embraced in this Contract.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with PLUMBER or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROJECT MANAGER as evidenced by PROJECT MANAGER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - means a written order to PLUMBER signed by AUGUSTA and accepted by PLUMBER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by PLUMBER. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents all as required by the Contract Documents. Work includes services as may be more specifically defined in the Sewer Connection Task Order, assigned to or undertaken by PLUMBER under this Agreement.

Work Change Directive - A written directive to PLUMBER, issued on or after the Effective Date of the Agreement and signed by AUGUSTA and recommended by PROJECT MANAGER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed 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 Time as provided in within this Agreement.

Written Amendment - A written amendment of the Contract Documents, signed by AUGUSTA and PLUMBER on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

PLUMBER, as a licensed plumber, has entered in this Agreement with AUGUSTA to provide services, consisting of the abandonment of existing septic tanks, installing sewer plumbing from subject properties, providing clean-out tap at subject property line, including all appurtenances related to provide a complete operational sanitary sewer service, and restoring necessary concrete and/or asphalt, and services as may be more specifically defined in the Sewer Connection Task Order, for the Sanitary Sewer Connection Program Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

Delivery of Bonds:

2.1. When PLUMBER delivers the executed Agreements to AUGUSTA, PLUMBER shall also deliver to AUGUSTA such Bonds as PLUMBER may be required to furnish in accordance with these Contract Documents.

Copies of Documents:

2.2. After the award of the Contract, AUGUSTA shall furnish PLUMBER, at no cost, one (1) complete set of the Contract Documents for execution of the work. Additional sets of the project manual and drawings and/or individual pages or sheets of the project manual or drawings will be furnished by AUGUSTA upon PLUMBER's request and at PLUMBER's expense, which will be AUGUSTA's standard charges for printing and reproduction.

Commencement of Contract Time, Notice to Proceed:

2.3. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Contract.

Starting the Project:

2.4. PLUMBER shall begin the Work on the date the Contract Time commences, as designated per the PROJECT TASK ORDERS. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by PLUMBER prior to date on which Contract Time commences shall be at the sole risk of PLUMBER.

Before Starting Construction:

2.5. Before undertaking each part of the Work, PLUMBER shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. PLUMBER shall promptly report in writing to PROJECT MANAGER any conflict, error, ambiguity, or discrepancy which PLUMBER may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby. PLUMBER shall be liable to AUGUSTA for failure to report any conflict, error,

ambiguity or discrepancy in the Contract Documents, if PLUMBER knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), PLUMBER shall submit to PROJECT MANAGER and AUGUSTA for review:

2.6.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

2.6.2. A preliminary schedule of Shop Drawing and Sample submissions, and

2.6.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by PLUMBER at the time of submission.

2.7. Before any Work at the site is started, PLUMBER shall deliver to AUGUSTA, with copies to each additional insured identified in the Supplementary Conditions, an original policy or certified copies of each insurance policy (and other evidence of insurance which AUGUSTA may reasonably request) which PLUMBER is required to purchase and maintain in accordance with terms as provided within this Agreement.

Pre-construction Conference:

2.8. Before any Work at the site is started, a conference attended by PLUMBER, AUGUSTA, PROJECT MANAGER 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 2.6 as well as procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment, a conference attended by PLUMBER, PROJECT MANAGER and AUGUSTA and others as appropriate will be held to finalize the schedules submitted in accordance with terms as provided for within this Agreement. PLUMBER shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to PLUMBER until the schedules are submitted and acceptable to AUGUSTA and PROJECT MANAGER as provided below. The finalized progress schedule will be acceptable to AUGUSTA and PROJECT MANAGER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on PROJECT MANAGER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve PLUMBER from full responsibility thereof. The finalized schedule of Shop Drawing submissions and Sample submissions will be acceptable to PROJECT MANAGER as

providing a workable arrangement for reviewing and processing the submissions. PLUMBER's schedule of values shall be approved by PROJECT MANAGER as to form and substance.

PLUMBER, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating schedule. Schedule updates shall include progression of work as compared to scheduled progress on work. Schedule updates shall accompany each pay request.

ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 List of Documents

The Agreement, the Attachments, the General Conditions, the Special Conditions, the Procurement RFQ/Bid package documents, any Supplemental Written Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders
4. Procurement RFQ/Bid package documents

3.2 Intent:

1. The Contract Documents comprise the entire agreement between AUGUSTA and PLUMBER concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Georgia.

2. 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 Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 3.6 or 3.7, 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 the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such 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). Clarifications and interpretations of the Contract Documents shall be issued by PROJECT MANAGER as provided for within this Agreement.

4. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest 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.

5. If, during the performance of the Work, PLUMBER discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to within this Agreement, PLUMBER shall so report to PROJECT MANAGER in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from PROJECT MANAGER; however, PLUMBER shall not be liable to AUGUSTA or PROJECT MANAGER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents unless PLUMBER had actual knowledge thereof or should reasonably have known thereof.

3.3 Amending and Supplementing Contract Documents:

1.) The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a formal Written Amendment,
2. a Change Order, or
3. a Work Change Directive.

2.) As indicated within this Agreement, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.) In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

1. a Field Order.
2. PROJECT MANAGER's approval of a Shop Drawing or sample, or
3. PROJECT MANAGER's written interpretation or clarification.

3.4 Reuse of documents:

1.) Neither PLUMBER nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with AUGUSTA shall

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 PROJECT MANAGER or PROJECT MANAGER's consultant; and they shall not reuse such Drawings, Specifications or other documents (or copies of any thereof) on extensions of the Project or any other project without written consent of AUGUSTA and PROJECT MANAGER and specific written verification or adaptation by PROJECT MANAGER.

3.5 BINDINGS

It is further agreed that AUGUSTA and PLUMBER each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither AUGUSTA nor the PLUMBER shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

ARTICLE 4 – PROPERTY INFORMATION AND PHYSICAL CONDITIONS

4.1 *Physical Conditions:*

4.1.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.

4.1.2. PLUMBER may rely upon the general accuracy of the "technical data" contained in such reports and drawings. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," PLUMBER may not rely upon or make any claim against AUGUSTA, PROJECT MANAGER, or any of PROJECT MANAGER's Consultants with respect to:

4.1.2.1. the completeness of such reports and drawings for PLUMBER's purposes, including but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by PLUMBER and safety precautions and programs incident thereto, or

4.1.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.1.2.3. any PLUMBER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.1.3. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then PLUMBER shall give AUGUSTA notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

4.1.4. The AUGUSTA and PROJECT MANAGER shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in PLUMBER's cost of, or time required for, performance of any part of the Work, the AUGUSTA and PROJECT MANAGER shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the AUGUSTA and PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the PROJECT MANAGER shall notify PLUMBER of the determination in writing. The Work shall be performed after direction is provided by the PROJECT MANAGER.

4.2 *Documentation evidencing Property Condition before and after work:*

4.2.1. *Requirements for Pictures and/or other documentation regarding the pre-work and post-work condition of property:* Proper documentation, including date video and/or photographs, shall be maintained by the PLUMBER properly showing the preconstruction and post-construction condition of property in accordance with generally accepted industry standards. PLUMBER should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.

4.3 *Specifications:*

4.3.1. *Specifications for Grassing and Mulching:* Proper documentation, including date video and/or photographs, shall be maintained by the PLUMBER properly showing condition of property in accordance with the Grassing and Mulching Specifications as provided for in Attachment D, as applicable. PLUMBER should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance and Other Bonds:

5.1.1 PLUMBER 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 PLUMBER's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. PLUMBER shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current 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 Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 Licensed Sureties and Insurers; Certificates of Insurance

5.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by PLUMBER shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Georgia to issue bonds or insurance policies for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.2.2. PLUMBER shall deliver to AUGUSTA, with copies to each additional insured identified in 5.3, an original or a certified copy of the complete insurance policy for each policy required, certificates of insurance (and other evidence of insurance requested by AUGUSTA or any other additional insured) which PLUMBER is required to purchase and maintain in accordance with 5.3.

5.2.3. If the surety on any Bond furnished by PLUMBER 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 as provided for within this Agreement, PLUMBER shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to AUGUSTA.

5.3 PLUMBER's Liability Insurance:

5.3.1 PLUMBER shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from PLUMBER's performance and furnishing of the Work and PLUMBER's other obligations under the Contract Documents, whether it is to be performed or furnished by PLUMBER, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of PLUMBER's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than PLUMBER's employees;

5.3.4. Claims for damages insured by 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 PLUMBER, or (b) by any other person for any other reason;

5.3.5. 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;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. 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.

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to AUGUSTA, and PROJECT MANAGER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when PLUMBER may be correcting, removing or replacing defective Work. In addition, PLUMBER shall maintain such completed operations insurance for at least two years after final payment and furnish AUGUSTA with evidence of continuation of such insurance at final payment and one year thereafter.

5.4 Contractual Liability Insurance:

5.4.1 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to PLUMBER's obligations.

5.5 Indemnification

5.5.1. PLUMBER shall indemnify and hold harmless AUGUSTA, PROJECT MANAGER, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or expense (a) is

attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by an act or omission of PLUMBER, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

5.5.2. In any and all claims against AUGUSTA or any of its agents or employees by any employee of PLUMBER, 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 under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for PLUMBER or any SUBPLUMBER under workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

5.5.3. PLUMBER shall indemnify and hold harmless AUGUSTA and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorneys’ fees) arising out of any infringement on patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

5.6 CONTRACTOR’S LIABILITY INSURANCE:

Insurance shall be written with limits of liability shown below or as required by law, whichever is greater:

Commercial General Liability (per occurrence) Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products	\$ 2,000,000
Personal & Adv Injury	\$ 1,000,000
Fire Damage	\$ 500,000
Automobile Liability (any auto) Combined Single Limit	\$ 1,000,000
Excess Liability (any auto) Each Occurrence	\$ 5,000,000
Workers Compensation	Statutory Limits
Employer Liability	\$1,000,000

ARTICLE 6 – PLUMBER’S RESPONSIBILITIES

6.1. PLUMBER shall supervise 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. PLUMBER shall be solely responsible for the means, methods, techniques, sequences and procedures of Work. PLUMBER shall be responsible to see that the finished Work complies accurately with the Contract Documents.

1. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by PLUMBER under this Agreement will be the level of care and that is ordinarily used by members of PLUMBER’S profession practicing under similar conditions, and in accordance with the latest version of the Plumbing Code 20-12 and/or any additional generally accepted industry standards.

6.2. PLUMBER shall keep on the Work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to AUGUSTA and PROJECT MANAGER except under extraordinary circumstances. The superintendent will be PLUMBER’S representative at the site and shall have authority to act on behalf of PLUMBER. All communications to the superintendent shall be as binding as if given to PLUMBER.

Labor, Materials and Equipment:

6.3. PLUMBER shall provide competent, 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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and PLUMBER will not permit evening work or the performance of Work on Saturday, Sunday or any legal holiday without Property owner’s written consent given after prior written notice to PROJECT MANAGER, except as may otherwise be provided in Project Task Order as approved by the PROJECT MANAGER.

6.4. Unless otherwise specified in the General Requirements, PLUMBER shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by PROJECT MANAGER, PLUMBER shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to PROJECT MANAGER, or any of PROJECT MANAGER’S consultants, agents

or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions as provided for within this Agreement.

Adjusting Progress Schedule:

6.6 PLUMBER shall submit to PROJECT MANAGER for acceptance to the extent indicated in this Agreement adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by PROJECT MANAGER if sufficient information is submitted by PLUMBER to allow PROJECT MANAGER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by PROJECT MANAGER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by PROJECT MANAGER from anyone other than PLUMBER. If PLUMBER wishes to furnish or use a substitute item of material or equipment, PLUMBER shall make written application to PROJECT MANAGER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice PLUMBER's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with AUGUSTA for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other PLUMBERS affected by the resulting change, all of which shall be considered by PROJECT MANAGER. In evaluating the proposed substitute, PROJECT MANAGER may require PLUMBER to furnish, at PLUMBER's expense, additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, PLUMBER may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to PROJECT MANAGER, if PLUMBER submits sufficient information to allow PROJECT MANAGER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by PROJECT MANAGER will be similar to that provided in this Agreement as applied by PROJECT MANAGER and as may be supplemented in the General Requirements.

6.7.3. PROJECT MANAGER will be allowed a reasonable time within which to evaluate each proposed substitute. PROJECT MANAGER will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without PROJECT MANAGER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. AUGUSTA may require PLUMBER to furnish, at PLUMBER's expense, a special performance guarantee or other surety with respect to any substitute. PROJECT MANAGER will record time required by PROJECT MANAGER and PROJECT MANAGER's consultants in evaluating substitutions proposed by PLUMBER and in making changes in the Contract Documents occasioned thereby. Whether or not PROJECT MANAGER accepts a proposed substitute, PLUMBER shall reimburse AUGUSTA for the charges of PROJECT MANAGER and PROJECT MANAGER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. PLUMBER shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to AUGUSTA and PROJECT MANAGER as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom AUGUSTA or PROJECT MANAGER may have reasonable objection. PLUMBER shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom PLUMBER has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to AUGUSTA prior to the Effective Date of the Agreement for acceptance by AUGUSTA and PROJECT MANAGER and if PLUMBER has submitted a list thereof in accordance with the Supplementary Conditions, AUGUSTA's or PROJECT MANAGER'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 person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case PLUMBER shall submit an acceptable substitute, the Contract Price will be increased by the difference, and the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by AUGUSTA or PROJECT MANAGER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of AUGUSTA or PROJECT MANAGER to reject defective Work.

6.9. PLUMBER shall be fully responsible to AUGUSTA and PROJECT MANAGER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with PLUMBER just as PLUMBER is responsible for PLUMBER's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between AUGUSTA or PROJECT MANAGER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of AUGUSTA or PROJECT MANAGER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control PLUMBER in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for PLUMBER by a Subcontractor will be pursuant to an appropriate agreement between PLUMBER and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of AUGUSTA and PROJECT MANAGER and contains waiver provisions as required as within this Agreement. PLUMBER shall pay each Subcontractor a just share of any insurance moneys received by PLUMBER on account of losses under policies issued as provided for within this Agreement.

Patent Fees and Royalties:

6.12. PLUMBER 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. PLUMBER shall indemnify and hold harmless AUGUSTA and PROJECT MANAGER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorneys' fees and court and arbitration costs arising out of any infringement on 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, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. PLUMBER shall obtain and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any, that are provided and paid for by AUGUSTA are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

Laws and Regulations:

6.14.1. PLUMBER shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither AUGUSTA nor PROJECT MANAGER shall be responsible for monitoring PLUMBER's compliance with any Laws or Regulations.

6.14.2. If PLUMBER observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If PLUMBER performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

Taxes:

6.15. PLUMBER shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. PLUMBER shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. PLUMBER shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to PLUMBER's or any Subcontractor's equipment is solely at the risk of PLUMBER. PLUMBER shall assume full responsibility for any damage to any such land or area, or to the AUGUSTA or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against AUGUSTA or PROJECT MANAGER by any such AUGUSTA or occupant because of the performance of the Work, PLUMBER shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. PLUMBER shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold AUGUSTA harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against AUGUSTA to the extent based on a claim arising out of PLUMBER's performance of the Work.

6.17. During the progress of the Work, PLUMBER shall keep the premises free from accumulations of waste materials, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, PLUMBER shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by AUGUSTA. PLUMBER shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. PLUMBER shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall PLUMBER subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

Record Documents:

6.19. PLUMBER shall keep at the site and in good order one record copy of the Contract Documents and all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to PROJECT MANAGER and the Project Manager and shall be submitted with the Application for Final Payment.

Safety and Protection:

6.20. PLUMBER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. PLUMBER shall assume all risk of loss for stored equipment or materials, irrespective of whether PLUMBER has transferred the title of the stored equipment or materials to AUGUSTA. PLUMBER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. 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.

PLUMBER shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. PLUMBER shall notify Property owners of adjacent property and of Underground Facilities and utility property owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by PLUMBER, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by PLUMBER (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of AUGUSTA or PROJECT MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of PLUMBER). PLUMBER's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and PROJECT MANAGER has issued a notice to AUGUSTA and PLUMBER (except as otherwise expressly provided in connection with Substantial Completion).

6.21. PLUMBER shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the site. This person shall be PLUMBER's superintendent unless otherwise designated in writing by PLUMBER to the Project Manager.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, PLUMBER, without special instruction or authorization from PROJECT MANAGER or AUGUSTA, is obligated to act to prevent threatened damage, injury or loss. PLUMBER shall give PROJECT MANAGER prompt written notice if PLUMBER believes that any significant changes in the Work or variations from the Contract Documents have been caused

thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order be issued to document the consequences of the changes or variations.

6.22.1. PLUMBER shall immediately notify PROJECT MANAGER of all events involving injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

6.22.2. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken by PLUMBER in response to such an emergency, a Change Order will be issued to document the consequences of such action.

Continuing the Work:

6.30. PLUMBER shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with AUGUSTA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted within this Agreement or as PLUMBER and AUGUSTA may otherwise agree in writing.

Cleaning Up:

6.31. PLUMBER shall maintain the site free from accumulations of waste materials, rubbish, and other debris or contaminants resulting from the work on a daily basis or as required. At the completion of the work, PLUMBER shall remove all waste materials, rubbish, and debris from the site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by AUGUSTA. All disposal shall be in accordance with applicable Laws and Regulations. In addition to any other rights available to AUGUSTA under the Contract Documents, PLUMBER's failure to maintain the site may result in withholding of any amounts due PLUMBER. PLUMBER will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

Indemnification:

6.32. To the fullest extent permitted by Laws and Regulations, PLUMBER shall indemnify and hold harmless AUGUSTA, PROGRAM MANAGER and PROJECT MANAGER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) 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 and (b) is caused in whole or in part by any negligent act or omission of PLUMBER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.33. In any and all claims against AUGUSTA, PROGRAM MANAGER or PROJECT MANAGER or any of their consultants, agents or employees by any employee of PLUMBER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PLUMBER or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.34. The obligations of PLUMBER under paragraph 6.32 shall not extend to the liability of PROJECT MANAGER, PROJECT MANAGER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

PLUMBER , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. PLUMBER shall review its understanding of the Project requirements with AUGUSTA and shall advise AUGUSTA of additional data or services which are not a part of PLUMBER's services, if any, necessary for design to begin.

ARTICLE 7 – AUGUSTA'S RESPONSIBILITIES

7.1. Except as otherwise provided in this Agreement, AUGUSTA shall issue all communications to PLUMBER through the PROJECT MANAGER.

7.2. AUGUSTA shall furnish the data required of AUGUSTA under the Contract Documents promptly.

7.3. AUGUSTA shall make payments as provided for under the Contract Documents and the Task Orders.

ARTICLE 8 – PROJECT MANAGER’S STATUS DURING WORK

8.1 Visits to Site:

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of project to observe the premises and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. PROJECT MANAGER's efforts will be directed toward providing for AUGUSTA a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design PROJECT MANAGER, PROJECT MANAGER will keep AUGUSTA informed of the progress of the Work and will endeavor to guard AUGUSTA against defects and deficiencies in the Work.

8.2 Clarifications and Interpretations:

PROJECT MANAGER shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by PLUMBER, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If PLUMBER believes that a written clarification and interpretation entitles it to an increase in the Contract Price and/or Contract Time, PLUMBER may make a claim as provided for within this Agreement

8.3 Authorized Variations in Work:

PROJECT MANAGER 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 Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on AUGUSTA and also on PLUMBER who shall perform the Work involved promptly. If PLUMBER believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, PLUMBER may make a claim therefore as provided for within this Agreement.

8.4 Rejecting Defective Work:

PROJECT MANAGER will have authority to disapprove or reject Work which PROJECT MANAGER believes to be defective and will also have authority to require special inspection or testing of the Work as provided for within this Agreement whether or not the Work is fabricated, installed or completed.

8.5 Decisions on Disputes:

8.5.1 PROJECT MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims as provided for within this Agreement in respect of changes to the Contract Price or Contract Time will be referred initially to PROJECT MANAGER in writing with a request for a formal decision in accordance with this paragraph, which PROJECT MANAGER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to PROJECT MANAGER and the other party to the Agreement promptly (but in no event later than thirty days after the occurrence of the event giving rise thereto) and written supporting data will be submitted to PROJECT MANAGER and the other party within sixty days after such occurrence unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim.

8.5.2 When functioning as interpreter and judge as provided for within this Agreement, PROJECT MANAGER will not show partiality to AUGUSTA or PLUMBER and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by PROJECT MANAGER as provided for within this Agreement with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided for within this Agreement) will be a condition precedent to any exercise by AUGUSTA or PLUMBER of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.6 Limitations on PROJECT MANAGER's Responsibilities:

8.6.1 Neither PROJECT MANAGER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of PROJECT MANAGER to PLUMBER, any Subcontractor, any of their agents or employees.

8.6.2 PROJECT MANAGER shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. PROJECT MANAGER shall not be responsible for PLUMBER's failure to perform the Work in accordance with the Contract Documents.

8.6.3 PROJECT MANAGER shall not be responsible for the acts or omissions of PLUMBER, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

ARTICLE 9 – CHANGES IN THE WORK

1. Without invalidating the Contract, AUGUSTA may at any time or from time to time order additions, deletions, or revisions in the Work. The AUGUSTA shall provide PLUMBER with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt, PLUMBER shall promptly submit a written proposal for the changed work prepared in accordance within this Agreement. If the proposal request calls only for the deletion of Work, the AUGUSTA may order the partial suspension of any Work related to the proposed deletion, in which case PLUMBER must cease performance as directed; PLUMBER shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

2. Additional Work performed by PLUMBER without authorization of a Change Order will not entitle PLUMBER to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided as provided for within this Agreement. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

3. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided for within this Agreement, and any other claim of PLUMBER for a change in the Contract Time or the Contract Price, PROJECT MANAGER will prepare a written Change Order to be signed by PROJECT MANAGER and PLUMBER and submitted to AUGUSTA for approval.

4. In the absence of an agreement as provided for within this Agreement, AUGUSTA may, at its sole discretion, issue a Work Change Directive to PLUMBER. Pricing of the Work Change Directive will be in accordance within the terms of this Agreement. The Work Change Directive will specify a price, and if applicable a time extension, determined to be reasonable by AUGUSTA. If PLUMBER fails to sign such Work Change Directive, PLUMBER may submit a claim in accordance within the terms of this Agreement, but PLUMBER shall nevertheless be obligated to fully perform the work as directed by the Work Change Directive.

5. PLUMBER shall proceed diligently with performance of the Work as directed by AUGUSTA, regardless of pending claim actions, unless otherwise agreed to in writing.

6. If notice 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 Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be PLUMBER's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 10 – CHANGES IN THE CONTRACT PRICE

1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to PLUMBER for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by PLUMBER shall be at PLUMBER's expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROJECT MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROJECT MANAGER

ARTICLE 11 – CHANGE OF CONTRACT TIME

1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to PROJECT MANAGER and AUGUSTA within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to PROJECT MANAGER and AUGUSTA within fifteen (15) calendar days after such occurrence unless the AUGUSTA allows additional time. All claims submitted by PLUMBER for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond PLUMBER's control or fault.

2. If PLUMBER is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of AUGUSTA or PROJECT MANAGER, or by an employee of either, or by any separate PLUMBER employed by AUGUSTA, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by PLUMBER using reasonable diligence, or any causes beyond PLUMBER's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as AUGUSTA may determine. PLUMBER shall be entitled to an extension of time for such causes only for the number of days of delay which AUGUSTA may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if PLUMBER shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which AUGUSTA or PROJECT MANAGER may be responsible in whole or in part, shall relieve PLUMBER of its duty to perform or give rise to any right to damages or additional compensation from AUGUSTA. PLUMBER's sole and exclusive remedy against AUGUSTA for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

ARTICLE 12 – WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

1. PLUMBER warrants and guarantees to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to PLUMBER by PROJECT MANAGER. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

2. PLUMBER shall warrant and guarantee to each individual property owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective.

3. PLUMBER shall warrant and guarantee to each individual property owner that all Work will be covered by a Warranty for a period of One (1) Calendar year. Said Warranty runs directly from the PLUMBER to each individual property owner.

12.2 Access to Work:

1. For the duration of the Work, PROJECT MANAGER and its representatives, other designated representatives of AUGUSTA, and authorized representatives of any regulatory agency shall at all times be given access to the Work. PLUMBER shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

12.3 Uncovering Work:

1. If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of PROJECT MANAGER, or if any Work is covered contrary to the request of PROJECT MANAGER, the Work shall, if requested by PROJECT MANAGER, be uncovered for observation, inspection, testing or approval and replaced at PLUMBER's expense.

2. If PROJECT MANAGER considers it necessary or advisable that covered Work be observed by PROJECT MANAGER or inspected or tested by others, PLUMBER, at PROJECT MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROJECT MANAGER may require, that portion of the Work in question,

furnishing all necessary labor, material and equipment. If it is found that such Work is defective, PLUMBER shall bear all direct and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS), and AUGUSTA shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, AUGUSTA may make a claim therefor as provided for within this Agreement. If, however, such Work is not found to be defective, PLUMBER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, PLUMBER may make a claim therefore as provided for within this Agreement

12.4 AUGUSTA May Stop the Work:

1. When Work is defective or when PLUMBER fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if PLUMBER violates any provisions of these Contract Documents, AUGUSTA may order PLUMBER to stop the Work until the cause for such order has been eliminated. However, this right of AUGUSTA to stop the Work shall not give rise to any duty on the part of AUGUSTA to exercise this right for the benefit of PLUMBER or any other party. PLUMBER shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

12.5 Correction or Removal of Defective Work:

1. When directed by PROJECT MANAGER, PLUMBER shall promptly, without cost to AUGUSTA and as specified by PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If PLUMBER does not correct such defective Work or remove and replace such defective Work within a reasonable time, as specified in a written notice from PROJECT MANAGER, AUGUSTA may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by PLUMBER or deducted from payment to PLUMBER. PLUMBER will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

12.6 One Year Correction Period:

1. If, after approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, PLUMBER shall promptly, without cost to AUGUSTA and in accordance with AUGUSTA's written instructions, either correct such defective Work or if it has been rejected by AUGUSTA, remove it from the Site and replace it with non-defective Work. If PLUMBER does not promptly comply with the terms of such instructions, AUGUSTA may have the defective Work corrected, removed, or replaced. All direct, indirect and consequential costs of such removal and replacement (including

but not limited to fees and charges of engineers, architects, attorneys and other PROJECT MANAGERS) will be paid by PLUMBER.

12.7 Neglected Work by PLUMBER

1. If PLUMBER neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROJECT MANAGER may direct PLUMBER to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to AUGUSTA in order to put the Work back on schedule. If PLUMBER fails to correct the deficiency or take appropriate corrective action, AUGUSTA may terminate the contract or PLUMBER's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against PLUMBER. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due PLUMBER are not sufficient to cover such amount, PLUMBER shall pay the difference to AUGUSTA.

2. Should PLUMBER work overtime, weekends or holidays to regain the schedule, all costs to AUGUSTA of associated inspection, construction management and resident engineers shall be identified to PLUMBER and the Contract Price reduced by a like amount via Change Order.

ARTICLE 13 – SUSPENSION OF WORK AND TERMINATION

13.1 AUGUSTA May Suspend Work:

1. AUGUSTA may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to PLUMBER and PROJECT MANAGER which will fix the date on which Work will be resumed. PLUMBER shall resume the Work on the date so fixed. PLUMBER shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if PLUMBER makes an approved claim therefore as provided for within this Agreement.

13.2 Termination For Cause:

1. Upon the occurrence of any one or more of the following events:

1.1. if PLUMBER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if PLUMBER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

1.2. if a petition is filed against PLUMBER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against PLUMBER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

1.3. if PLUMBER makes a general assignment for the benefit of creditors;

1.4. if a trustee, receiver, custodian or agent of PLUMBER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of PLUMBER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of PLUMBER's creditors;

1.5. if PLUMBER admits in writing an inability to pay its debts generally, as they become due;

1.6. if PLUMBER fails 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 schedule established within this Agreement as revised from time to time);

1.7. if PLUMBER disregards Laws or Regulations of any public body having jurisdiction;

1.8. if PLUMBER disregards the authority of PROJECT MANAGER; or

1.9. if PLUMBER otherwise violates in any substantial way any provisions of the Contract Documents,

AUGUSTA may, after giving PLUMBER (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of PLUMBER, exclude PLUMBER from the site and take possession of the Work and of all PLUMBER's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by PLUMBER (without liability to PLUMBER for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which AUGUSTA has paid PLUMBER but which are stored elsewhere, and finish the Work as AUGUSTA may deem expedient. In such case PLUMBER shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) such excess will be paid to PLUMBER. If such costs exceed such unpaid balance, PLUMBER shall pay the difference to AUGUSTA. Such costs incurred by AUGUSTA will be approved as to reasonableness by PROJECT MANAGER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, AUGUSTA shall not be required to obtain the lowest price for the Work performed.

2. In the event AUGUSTA terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

13.3 Termination for Convenience

Upon seven working days' written notice to PLUMBER and PROJECT MANAGER, AUGUSTA may, without cause and without prejudice to any other right or remedy of AUGUSTA, elect to terminate the Contract. In such case, PLUMBER shall be paid (without duplication of any items):

1. For 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. For 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. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

4. For reasonable expenses directly attributable to termination.

5. PLUMBER 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.

6. Where PLUMBER's services have been so terminated by AUGUSTA, the termination will not affect any rights or remedies of AUGUSTA against PLUMBER then existing or which may thereafter accrue. Any retention or payment of moneys due PLUMBER by AUGUSTA will not release PLUMBER from liability.

13.4 PLUMBER May Stop Work or Terminate:

If through no act or fault of PLUMBER, the Work is suspended for a period of more than ninety calendar days by AUGUSTA or under an order of court or other public authority, or PROJECT MANAGER fails to act on any Application for Payment within thirty days after it is submitted or AUGUSTA fails for thirty-one days to pay PLUMBER any sum finally determined to be due, then PLUMBER may upon seven working days' written notice to AUGUSTA and PROJECT MANAGER and provided AUGUSTA or PROJECT MANAGER did not remedy such suspension or failure within that time, terminate the Agreement and recover from AUGUSTA payment on the same terms as provided for within this Agreement. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if PROJECT MANAGER has failed to act on an Application for Payment within thirty days after it is submitted or AUGUSTA has failed for thirty-one calendar days after it is submitted to pay PLUMBER any sum finally determined to be due, PLUMBER may upon seven days' written notice to AUGUSTA and PROJECT MANAGER stop the Work until receipt of payment of all such amounts due PLUMBER, including interest thereon. The provisions of this paragraph are not intended to preclude PLUMBER from making claim as provided for within this Agreement for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to PLUMBER's stopping Work as permitted by this paragraph. The provisions of this paragraph shall not relieve PLUMBER of the obligations as provided for within this Agreement to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with AUGUSTA.

13.5 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

PLUMBER is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

ARTICLE 14 – PAYMENTS TO PLUMBER AND COMPLETION

-PAYMENTS SHALL BE MADE IN ACCORDANCE WITH TASK ORDERS

PLUMBER shall provide pricing and details of said work will be done in accordance with a corresponding Task Order.

AUGUSTA shall compensate the PLUMBER for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The PLUMBER may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by AUGUSTA, are unreasonably in excess of the actual work completed. AUGUSTA shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the PLUMBER to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The PLUMBER shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When AUGUSTA authorizes the PLUMBER to proceed with the work authorized in a Task Order, it agrees to pay the PLUMBER for work completed, on the basis of Task Order Bid Schedule.

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

Interest

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due PLUMBER on any sum held as retainage pursuant to the Contract Documents and PLUMBER specifically waives any claim to same.

ARTICLE 15 – DISPUTE RESOLUTION

1. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) working days of the commencement of the dispute be presented by PLUMBER to AUGUSTA for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, PLUMBER shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by AUGUSTA of notice thereof. Each decision by AUGUSTA will be in writing and will be mailed to PLUMBER by registered or certified mail, return receipt requested, directed to his last known address.

2. All claims, disputes and other matters in question between AUGUSTA and PLUMBER arising out of, or relating to, the Contract Documents or the breach thereof shall be decided under Georgia Law in the Superior Court of Richmond County, Georgia. PLUMBER by execution of the Contract consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia, and waives any right to contest same.

3. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The PLUMBER shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the PLUMBER, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 16 – MISCELLANEOUS

16.1. Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if 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 if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

AUGUSTA:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street
Suite 910
Augusta, GA 30901

PLUMBER:

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker St, Suite 200
Augusta, GA 30901

16.2 Computation of Time:

1. 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.

2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

16.3 PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by PLUMBER under this Agreement will be the level of care and that is ordinarily used by members of PLUMBER'S profession practicing under similar conditions.

16.4 PERSONNEL

The PLUMBER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, AUGUSTA. All of the services required hereunder will be performed by the PLUMBER under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the PLUMBER under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the PLUMBER's Key Personnel without the prior written approval of AUGUSTA or his designee.

16.5 RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The PLUMBER shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the PLUMBER, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

2. Should AUGUSTA or PLUMBER suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions as provided for within this Agreement shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.6. INDEPENDENT CONTRACTOR

The PLUMBER shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the PLUMBER or any of its agents or employees to be the agent, employee, or representative of AUGUSTA.

16.7 OPEN RECORDS

PLUMBER acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). PLUMBER shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

16.8 RECORDS RETENTION

PLUMBER shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by PLUMBER for a minimum of five (5) years from the date of final completion or termination of this Contract. AUGUSTA shall have the right to audit, inspect, and copy all such records and documentation as often as AUGUSTA deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. AUGUSTA, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of PLUMBER as concerns the aforesaid records and supporting documentation.

16.9 SANITARY SEWER OVERFLOW PREVENTION:

Procedures to Prevent Overflows During Sanitary Sewer Construction:

16.9.1 The PLUMBER is hereby notified that the discharge of any untreated wastewater to waters of the State is a violation of Georgia Water Quality Regulations and is prohibited.

16.9.2 The PLUMBER will submit an Emergency Response Plan prior to beginning work. This plan will include a list of key personnel with 24-hour contact information who will respond during an emergency situation. The ERP will include estimates of mobilization time for a response crew to arrive onsite. Any changes to the Emergency Response Plan will be submitted to the RESIDENT PROJECT REPRESENTATIVE prior to implementation.

16.9.3 In the event bypass pumping is required to facilitate new sewer construction, bypassing plans and supporting calculations must be submitted to the Augusta Utilities Department for review prior to establishment of the bypass. All bypass systems will include complete redundancy in pumping systems, if failure of the primary pumping system could result in a discharge of untreated wastewater to waters of the State.

16.9.4 Bypass pumping will be monitored continuously by a person knowledgeable in pump operation and maintenance if the failure of the bypass pump could result in the discharge of untreated wastewater to waters of the State.

16.9.5 In the event of a discharge of untreated wastewater, the PLUMBER will take the following actions:

1. Take immediate steps to eliminate or minimize the discharge of untreated wastewater.
2. Immediately notify the Utilities Department dispatcher (706.796.5000) and the RESIDENT PROJECT REPRESENTATIVE (contact information will be provided at the preconstruction conference).
3. Maintain a chronicle of relevant information regarding the incident including specific actions taken by the PLUMBER and estimates of the discharge volume.

16.9.6 The RESIDENT PROJECT REPRESENTATIVE will coordinate notification of the Georgia Environmental Protection Division (800.241.4113) and the Augusta Emergency Management Agency if appropriate.

16.9.7 If, in the opinion of the RESIDENT PROJECT REPRESENTATIVE and the AUGUSTA, the PLUMBER is not responding to an emergency situation in an appropriate manner, the Utilities Department will undertake necessary actions to abate an overflow situation. The cost of these actions will be the responsibility of the PLUMBER.

16.9.8 Following a discharge of untreated wastewater, a downstream inspection will be conducted by the Utilities Department to assess potential mitigation measures that may be required of the PLUMBER.

16.10 COVENANT AGAINST CONTINGENT FEES

The PLUMBER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by PLUMBER for the purpose of securing business and that the PLUMBER has not received any non- AUGUSTA fee related to this Agreement without the prior written consent of AUGUSTA. For breach or violation of this warranty, AUGUSTA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

16.11 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the PLUMBER agrees as follows: (1) the PLUMBER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the PLUMBER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the PLUMBER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

16.12 DRUG FREE WORK PLACE

PLUMBER shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as AUGUSTA owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

PLUMBER shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

PLUMBER may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

16.13 ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The PLUMBER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

16.14 AUDITS AND INSPECTORS

At any time during normal business hours and as often as AUGUSTA may deem necessary, the PLUMBER shall make available to AUGUSTA and/or audit representatives of AUGUSTA for examination all of its records with respect to all matters covered by this Agreement. It shall also permit AUGUSTA and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The PLUMBER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by AUGUSTA or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The PLUMBER agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

16.15 ASSIGNABILITY

The PLUMBER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of AUGUSTA.

16.16 PROHIBITED INTERESTS

1. **Conflict of Interest:** The PLUMBER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The PLUMBER further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
2. **Interest of Public Officials:** No member, officer, or employee of AUGUSTA during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
3. **Employment of AUGUSTA's Personnel:** The PLUMBER shall not employ any person or persons in the employ of AUGUSTA for any work required by the terms of the Agreement, without the written permission of AUGUSTA except as may otherwise be provided for herein.

16.17 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of AUGUSTA, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the PLUMBER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed within this Agreement

16.18 LOCAL SMALL BUSINESS:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

16.19 E-VERIFY:

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized 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 of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between AUGUSTA and PLUMBER and supersedes all prior negotiations, representations and agreements, either written or oral.

ACKNOWLEDGEMENTS

"Plumber acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Plumber is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Plumber's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Plumber may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Plumber agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Plumber provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Plumber. Plumber assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (AUGUSTA)

BY: _____

PRINTED NAME: _____

AS ITS: MAYOR _____

PLUMBER:

BY: _____

PRINTED NAME _____

AS ITS: _____

ATTEST CLERK: ATTEST:

PRINTED NAME: _____

AS ITS: Clerk of Commission _____

DATE: _____

PRINTED NAME _____

AS ITS: _____

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

ATTACHMENT A - SCOPE OF SERVICES

PROJECT DESCRIPTION:

SANITARY SEWER CONNECTION PROGRAM - PHASE 3

OBJECTIVES: to be specified with each task order based on scope of work

ATTACHMENT B - COMPENSATION

AUGUSTA shall compensate the PLUMBER for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The PLUMBER may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by AUGUSTA, are unreasonably in excess of the actual phase of completion of each phase. AUGUSTA shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the PLUMBER to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

AUGUSTA shall make no payments for stored material.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The PLUMBER shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When AUGUSTA authorizes the PLUMBER to proceed with the work authorized in a Task Order, it agrees to pay the PLUMBER for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

ATTACHMENT C - LISTING OF KEY PERSONNEL

PLUMBER shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of AUGUSTA. Those personnel committed for this work are as follows:

ATTACHMENT D - GRASSING AND MULCHING SPECIFICATIONS

SECTION 02924

GRASSING AND MULCHING

PART 1 GENERAL

1.1 SUMMARY

Section includes preparation of subsoil; hydroseeding; mulching; fertilizer; and maintenance.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Grassing, AUD Item LS-1:
 - 1. Basis of Measurement: included in Lump Sum Construction.
 - 2. Basis of Payment: Includes all grassing, mulching, soil preparation, maintenance, etc. required to establish vegetation in accordance with the plans.

1.3 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.4 MAINTENANCE SERVICE

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition. Refer to the manual for Erosion & Sediment Control in Georgia.
- B. Maintain mulched area as to assure all disturbed areas are completely covered with mulch.
- C. Contractor is responsible for ensuring adequate watering for vegetation growth and maintenance if weather conditions do not provide sufficient rainfall.
- D. Contractor is responsible for replacing all mulched and seeded areas if disturbed by erosion, on-going construction, etc. until permanent vegetation is established

per the Manual for Erosion and Sediment Control in Georgia and as specified in Article 3.5 Schedule.

1.5 REFERENCES

- A. Augusta Utilities Department Standards and Specifications, latest edition.
- B. Georgia Department of Transportation Standards and Specifications, latest edition
- C. Manual of Erosion and Sediment Control in Georgia, latest edition.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. Seed Mixture:
 - 1. Use seed and plant material to match the type of grass growing on the disturbed existing lawn and grass areas per manufacturer's instructions.

2.2 ACCESSORIES

- A. Lime: As noted in Manual for Erosion and Sediment Control in Georgia, latest edition.
- B. Fertilizer: Recommended for grass; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: Nitrogen 10 percent, phosphoric acid 10 percent, soluble potash 20 percent.
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

2.3 SOIL MATERIALS

- A. Topsoil meeting Georgia Department of Transportation Standards and Specifications, Section 814 and 893. Topsoil stripped on-site may be stockpiled for re-use as approved by Augusta Utilities Department representative.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify prepared soil base is ready to receive the Work of this section.

3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.3 HYDROSEEDING

- A. Hydroseeding is an acceptable method of grassing/mulching. Georgia Department of Transportation Standard Specification Section 700.3.05.F will govern hydroseed applications.
- B. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at specified rate within one hour after being combined in hydroseeder.
- C. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.
- D. For areas inaccessible to hydroseed apparatus, contractor to refer to Georgia Department of Transportation Standards and Specifications, Section 700 for seeding applications.

3.4 MULCHING

- A. Apply mulch per Georgia Department of Transportation Standard Section 163. Mulch shall meet requirements set forth in Georgia Department of Transportation Standard Specifications, Section 893 for Grassing and Erosion Control.

3.5 SCHEDULE

- A. Grassing: All disturbed areas are to be grassed. Permanent grassing will be accepted when "final stabilization" is achieved as defined in the Georgia EPD NPDES Regulations; *"100% of soil surface is uniformly covered in permanent vegetation with a density of 70% or greater..."*
- B. Temporary Mulching: Mulch shall be applied to all disturbed areas to a thickness of 3 inches. Mulch shall be maintained until permanent grassing is established.

END OF SECTION