#### **CONSTRUCTION SERVICES AGREEMENT**

## Walton County, Georgia - The Grove, a Walton County Parks & Recreation Facility 1089 HWY 81, Loganville, Georgia 30052

| This Construction Services Agreement (the "Agreem            | nent") is made and entered into this   |
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| day of, 2024 (the "Effective Date"), by and between          | een <b>WALTON COUNTY, GEORGIA</b> , a  |
| political subdivision of the State of Georgia, acting by and | through its governing authority, the   |
| Walton County Board of Commissioners ("County") and _        | Reeves Young, LLC, a                   |
| Limited Liability Company (hereinafter referred to as the "C | Contractor"), collectively referred to |
| herein as the "Parties".                                     |  |

#### WITNESSETH:

**WHEREAS**, the County desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for the construction of the Project pursuant to the RFQB #23-15, dated February 20, 2023, attached hereto as "Exhibit A", and incorporated herein by reference; and

**WHEREAS**, the Contractor submitted a complete and timely bid, attached hereto as **"Exhibit B"**, and incorporated herein by reference, and met all bid requirements such that the County awarded the contract for The Grove, a Walton County Parks & Recreation Facility to the Contractor; and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, based upon Contractor's bid, the County has selected Contractor as the successful bidder, and

**WHEREAS**, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or

performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

#### Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. Request for Qualified Bids attached hereto as **"Exhibit A"**.
- B. Bid Documents from Contractor, dated <u>February</u> 16, 2024, attached hereto as **"Exhibit B"**.
- C. Scope of Work attached hereto as "Exhibit C".
- D. Forms of Performance Bond and Payment Bond attached hereto collectively as "Exhibits D.1 and D.2".
- E. Noncollusion Affidavit of Prime Bidder attached hereto as "Exhibit E".
- F. Final Affidavit attached hereto as "Exhibit F".
- G. Contractor and Subcontractor E-verify Affidavits attached hereto as **"Exhibits G.1** and G.2".
- H. Plans, drawings, and specifications attached hereto collectively as "Exhibit H".
- I. Additional Payment/Retainage Requirements attached hereto as "Exhibit I".
- J. Key Personnel attached hereto as "Exhibit J".
- K. Contract Administration provisions (if issued) attached hereto as **"Exhibit K".**
- L. General Conditions (Not issued) attached hereto as **"Exhibit L".**
- M. Supplementary Conditions (if issued) attached hereto as "Exhibit M".
- N. Value Management Log dated February 16, 2024 attached hereto as "Exhibit N".

O. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

#### Section 2. <u>Project Description; Architect; Engineer; Contract Administrator</u>

- **Project.** A general description of the Project is as follows:
  - The Grove, a Walton County Parks & Recreation Facility
  - Community Center
  - Splash Pad Complex \*Removed from project
  - Amphitheater
  - Playground Complex
  - Softball Complex
  - Teen Center Complex (Skatepark, Volleyball, Basketball) \*Removed from project
  - Parking, Roadway, Utility, Stormwater Infrastructure
  - Traffic Signal Improvements at HWY 81
- A. The Grove, a Walton County Parks & Recreation Facility (the "Project"). A third-party Architect or Engineer (as identified below) has been retained related to this Project.
- B. <u>Architect/Civil Engineer</u>.
  - (i) <u>Architect/Civil Engineer</u>. The Project has been designed by <u>Lose Design</u>, <u>Inc.</u> (hereinafter referred to as the "Architect"). The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
- C. <u>Contract Administrator</u>. The Contract Administrator for this Agreement shall be: Ascension Program Management Jeff Prine.

#### Section 3. The Work

A. The Work. The Work to be completed under this Agreement (the "Work") includes the Scope of Work provided in "Exhibit A", attached hereto and incorporated herein by reference. The Work includes the construction of the Project in accordance with the Contract Documents. The Work also includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be

shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

- B. <u>Notice to Proceed</u>. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. <u>Plans Drawings and Specifications</u>. The plans, drawings and specifications provided in **"Exhibit H"**, attached hereto, are hereby acknowledged by the Parties, and incorporated herein by reference.
- D. <u>Shop Drawings, Product Data, and Samples</u>. As identified within the Project Manual, Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
  - (i) "Shop Drawings" are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
  - (ii) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
  - (iii) "Samples" are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the

Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples, or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the County and Contract Administrator and shall be delivered to the Contract Administrator or County upon completion of the Work.

## Section 4. <u>Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy</u> or Use

- A. <u>Contract Term</u>. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Actual Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the County and the Parties intend that all Work shall be completed on or before 730 Days (the "Expected Date of Final Completion"). Every effort will be made by Contractor to shorten this period
- B. Time is of the Essence Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer damages including financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also agree that the specific amount of such damages are difficult to calculate. Accordingly, instead of requiring proof of actual damages, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each and every calendar day that expires after the deadline for substantial completion provided for in the Contract Documents without substantial completion having been achieved. County and Contractor agree that such amount is not a penalty but constitutes a reasonable pre-estimate of the damages that County would suffer as the result of such delay and that said amount is fair and reasonable.
- C. <u>Expediting Completion</u>. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, with no increase to the Contract, shall immediately take action to increase the rate of work placement by:
  - (1) An increase in working forces.
  - (2) An increase in equipment or tools.
  - (3) An increase in hours of work or number of shifts.
  - (4) Expediting delivery of materials; and/or
  - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor

shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval and such approval is provided in writing by the County.

D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### Section 5. Contractor's Compensation; Time and Method of Payment

- A. <u>Maximum Contract Price</u>. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$ 40,181,731.00 . (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon Exhibit B, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. <u>Additional Payment Requirements</u>. Additional payment requirements are included as **"Exhibit I"**, attached hereto and incorporated herein by reference.
- C. <u>Material Deviations</u>. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority

to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. <u>Taxes</u>. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

#### Section 6. Change Orders

- A. <u>Change Order Defined</u>. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.
- B. Right to Order Changes. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.
- D. <u>Authority to Execute Change Order</u>. Any Change Orders materially altering the terms of this Agreement, or <u>any</u> Change Order increasing the Maximum Contract Price must be approved by the Walton County Board of Commissioners.
- E. <u>Minor Changes in the Work</u>. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the

Contract Documents. Such changes shall be affected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

F. Contractor's Markup. The actual, reasonable subcontract costs incurred or saved by Contractor on account of a change shall be established on the basis of, and shall be limited to, the reasonable actual costs incurred, or savings achieved, as defined below, by subcontractors resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect cost or components. The combined overhead and profit component for subcontractors shall be Fifteen percent (15%); provided, however, that the foregoing fifteen percent (15%) overhead and profit component for subcontractors is intended to cover all subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier subcontractors of the Contractor. Any such costs or savings shall be documented in the format, and with such content and detail, as the County or the Architect require.

Reasonable actual costs incurred, or savings achieved means, and shall be limited to, the following:

- (i) Actual, reasonable costs of materials and the use of heavy construction equipment
- (ii) Actual, reasonable costs of supervision and labor, plus, solely as applicable thereto, social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance.
- (iii) Actual, reasonable rental costs of machinery and equipment (exclusive of small tools or hand tools) whether rented from Contractor or others; and
- (iv) Actual, reasonable costs of premiums for bonds, permit fees, and sales, use or other taxes related to the Work.

All costs not set forth in the immediately preceding subsections (i) through (iv) shall be considered as overhead, including without limitation insurance other than that set forth above, travel (including transportation, meals, and lodging), administrative staff, watchmen, hand tools, small power tools, incidental job burdens, engineering, drafting, and office expense (including costs of preparing Change Order proposal estimates). In no event shall any costs or savings associated with home office overhead or other indirect costs be considered to be actual costs incurred or savings achieved resulting from a Change Order and compensation for additional Work shall be limited strictly as set forth herein.

#### **Section 7.** Covenants of Contractor

A. <u>Ethics Code; Conflict of Interest</u>. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Walton County Code of

Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which would cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

- B. Meetings. The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. <u>Proper Execution by Contractor</u>. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63 (to the extent applicable), any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to

those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

#### E. Familiarity with the Work.

(i) Contractor Familiarity with Work. Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or Since the Contract Documents are furnishing of the Work. complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports, and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing. Contractor represents

that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

- (ii) Inspection of Prior Work. If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- (iii) Contractor Requests for Information. If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research, and respond to such requests for information.
- F. <u>Supervision, Inspection and Construction Procedures</u>. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give

other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

G. <u>Tests and Inspections</u>. Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. The Contractor shall make arrangements for such tests, inspections and approvals with the County's independent testing laboratory or other entity, or with the appropriate public authority, and shall bear the responsibility of achieving required approvals. The Contractor shall give the Independent testing laboratory timely notice of when

and where tests and inspections are to be made so that they may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and delivered to the Contract Administrator within ten (10) calendar days of issuance.

- H. <u>Budgetary Limitations</u>. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.
- I. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. <u>Contractor's Reliance on Submissions by the County</u>. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.
- K. <u>Uncovering and Correction of Work</u>. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term. If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the

Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the County, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

- L. <u>Clean Up</u>. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.
- M. <u>Contractor's Representative</u>. <u>Mike lezzi</u> shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual

relationship between any subcontractor or supplier and the County by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

Ο. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the

Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

#### P. <u>Insurance</u>.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by the County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) <u>Minimum Limits of Insurance</u>: Contractor shall maintain the following insurance policies with coverage and limits no less than:
  - (a) Commercial General Liability: \$1,000,000 (one million dollars) combined single limit per occurrence comprehensive/ extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/ completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.
  - (b) Commercial Automobile Liability (owned, non-owned, hired): \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for

comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) RESERVED:
- (d) Workers' Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- (e) Builder's Risk Insurance: Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by its agents or lessees, or other contractors of the County or using agency." The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

If higher limits are maintained by Contractor than shown above, the County shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

- (3) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) <u>Other Insurance Provisions</u>: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
  - (a) <u>General Liability</u>, <u>Automobile Liability</u> and <u>Umbrella Liability</u> <u>Coverage</u>.
    - (i) Additional Insured Requirement. The County and County's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
    - (ii) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
    - (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
    - (iv) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

- (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

#### (c) All Coverages:

- (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
- (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
- (iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

- (6) Verification of Coverage: Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) <u>Subcontractors</u>: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) <u>Claims-Made Policies</u>: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) <u>Progress Payments</u>: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or insurance carriers from providing the coverage required in this Agreement.
- Q. <u>Bonds</u>. The Contractor shall provide performance and payment bonds, each in the amount of the maximum price hereunder, on the forms attached hereto as "Exhibits D.1 and D.2" and issued by a surety licensed to do business in Georgia in said amount and listed on the Treasury Department's most current list (Circular 570 as amended) as authorized to issue surety bonds in said amount. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. The bonds shall be accompanied by a Power of Attorney establishing that the person executing the same on behalf of the surety is authorized to execute the same in such amounts.

- R. <u>Assignment of Agreement</u>. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.
- S. <u>Employment of Unauthorized Aliens Prohibited</u> *E-Verify Affidavit*. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:
  - the Contractor shall provide evidence on County-provided forms, attached hereto as "Exhibits G.1 and G.2" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or
  - (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in "Exhibit G.1", and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as "Exhibit G.2", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a

completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

[DESIGNATE/MARK APPROPRIATE CATEGORY]

| $\checkmark$ | 500 or more employees.    |
|--------------|---------------------------|
|              | 100 or more employees.    |
|              | Fewer than 100 employees. |

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

#### T. Records, Reports and Audits.

#### (1) Records:

- (a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records in the form requested by the County. All Records stored on a computer database must be of a format compatible with the County's computer systems and software.
- Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County's office. Further, Contractor shall permit the County or County's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the County or County's representative(s) shall not interfere with or disrupt such activities.

U. <u>Confidentiality</u>. Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- V. <u>Licenses, Certifications and Permits</u>. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. <u>The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the County within ten (10) days after issuance.</u>
- W. <u>Key Personnel</u>. All of the individuals identified in "Exhibit J", attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in "Exhibit J", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of

Contractor's obligations under this Agreement and shall be grounds for termination.

- X. <u>Authority to Contract</u>. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- Y. All reports, designs, drawings, plans, specifications, Ownership of Work. schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage, or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

#### Section 8. <u>Covenants of the County</u>

- A. <u>Right of Entry</u>. The County shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work, provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. <u>County's Representative</u>. Jeff Prine (Ascension Program Management) shall be authorized to act on the County's behalf with respect to the Work as the County's

designated representative on this Project, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

#### Section 9. <u>Final Project Documents; Warranty</u>

- A. <u>Final Project Documents</u>. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors', and manufacturers' warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.
- B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year (the "Warranty Period") from the date of Final Completion (as defined in "Exhibit I", attached hereto and incorporated herein by reference) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year (the "Maintenance Period") from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be

incorporated herein by this reference.

#### Section 10. <u>Termination</u>

- A. <u>For Convenience</u>. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. <u>For Cause</u>. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.
- C. <u>Statutory Termination</u>. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. Title to any supplies, materials, equipment, or other personal property provided Contractor shall remain in the Contractor until fully paid for by County.
- D. Payment. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of

- completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.
- E. <u>Assumption of Contracts</u>. The County reserves the right, but shall not have the obligation, upon termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. <u>Conversion to Termination for Convenience</u>. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County; and (3) Cooperate in assigning to County (upon the request of the County) existing subcontracts and contracts for materials and equipment.
- H. <u>Reservation of Rights and Remedies</u>. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### Section 11. County's Rights; Contractor Default

#### A. <u>County Rights Related to the Work.</u>

(i) County's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

- (ii) County's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.
- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

#### Section 12. <u>Construction Administration</u>

If a Contract Administrator other than the County has been hired in relation to the Project,

the Contract Administrator's administration of the construction of the Project shall be as described in "Exhibit K", attached hereto. The Contractor agrees to the construction administration provisions contained in "Exhibit K."

#### Section 13. Miscellaneous

- A. <u>Complete Agreement</u>. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Walton County, Georgia, or the U.S. District Court for the Middle District of Georgia Athens Division, and Contractor submits to the jurisdiction and venue of such court.
- C. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. <u>Invalidity of Provisions; Severability</u>. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. <u>Business License</u>. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

#### F. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Contract Administrator, Jeff Prine for Walton County and Mike lezzi for the Contractor.

#### (2) Official Notices.

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

#### **NOTICE TO COUNTY** shall be sent to:

Walton County, Georgia Attn: John Ward, County Manager 100 North Broad Street Monroe, Georgia, 30655

#### **NOTICE TO CONTRACTOR** shall be sent to:

Mike lezzi
Reeves Young, LLC
45 Peachtree Industrial Blvd.
Sugar Hill, GA 30518

- G. <u>Waiver of Agreement</u>. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. <u>Survival</u>. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.

- I. <u>Sovereign Immunity</u>. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers.
- K. <u>Force Majeure</u>. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. <u>Headings</u>. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. <u>No Third-Party Rights</u>. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. <u>Successors and Assigns</u>. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal

representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

- O. <u>Agreement Construction and Interpretation</u>.Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. <u>Material Condition</u>. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.
- Q. <u>Use of Singular and Plural</u>. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms unless the context of their usage clearly requires contrary meaning.
- R. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts which when taken together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

| <b>IN WITNESS WHEREOF</b> , the County and the effective as of the Effective Date first above written.     | Contractor have executed this Agreement |  |  |
|--|---|--|--|
|  | R: Reeves Young, LLC                    |  |  |
| By: May 1  | M                                       |  |  |
| Duint Names, Chad Mal and  |   |  |  |
| Print Name: <u>Chad McLeod</u> Its: [Select one]   |   |  |  |
| President/Vice President (Corporation)   |   |  |  |
| General Partner (Partnership/Limited Partnership)  |   |  |  |
| Member/Manager (LLC)   |   |  |  |
| Owner (Sole Proprietorship/Individual)   |   |  |  |
| [CORPORATE SEAL]   |   |  |  |
|  | (required if corporation)               |  |  |
| Attest/Witness:  |   |  |  |
| Jeanne L. M. Carmsh  | _                                       |  |  |
| Print Name: Jeanne McCormack   |   |  |  |
|  |   |  |  |
| Its: <u>Director of Contract Administration / Precons</u> ((Assistant) Corporate Secretary if corporation) | struction Coordinator                   |  |  |
| WALTON COUN  | WALTON COUNTY, GEORGIA                  |  |  |
| Ву:  |   |  |  |
|  | hairman                                 |  |  |
|  | COUNTY SEAL]                            |  |  |
| Attest:  |   |  |  |
|  |   |  |  |
| Signature:   |   |  |  |
| Print Name:  |   |  |  |
| Title: County Clerk  |   |  |  |
| Approved as to form:   |   |  |  |

County Attorney

# REQUEST FOR QUALIFICATION-BASED BIDS 23-15 WALTON COUNTY BOARD OF COMMISSIONERS

### **General Construction Services**

**The Grove** 

<u>a Walton County Parks & Recreational Facility,</u> 1089 HWY 81, Loganville, GA 30052



# MANDATORY PRE-QUALIFICATIONS CONFERENCE: TUESDAY, MARCH 07, 2023, AT 11:00 A.M. E.S.T.

Meridian Park & Recreation Center, located at 105 Generation Boulevard, Loganville, GA 30052

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

MONDAY, MARCH 20, 2023, AT 1:30 P.M. E.S.T.

WALTON COUNTY BOARD OF COMMISSIONERS ATTN: FACILITIES DEPT.

**Historic Walton County Courthouse** 

111 South Broad Street Monroe, Georgia 30655

**NOTE:** Please examine the contents of the RFQB package and if anything is missing contact Jeff Prine in writing via email at <a href="mailto:jprine@ascension-pm.com">jprine@ascension-pm.com</a>

**ISSUE DATE: FEBRUARY 20, 2023** 

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|      | C.      | Reference Survey Form (required submittal)                                 |    |
|      | D.      | CONSTRUCTION SERVICES AGREEMENT (if deemed Qualified this                  |    |
|      |         | is to be completely executed and submitted with Bid as part 2 of process)  |    |
|      | E.      | SUBCONTRACTORS QUALIFICATION AFFIDIVAT (required submittal)                |    |
|      | F.      | IMMIGRATION AND SECURITY FORM (required submittal)                         |    |
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|      | J.      | AIA A305-2020 Document (required submittal)                                |    |
|      |         |  |    |

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### ADVERTISEMENT FOR REQUEST FOR QUALIFICATION-BASED BIDS

THE GROVE, a Walton County Parks & Recreational Facility to be located at 1089 HWY 81 Loganville, GA 30052

## WALTON COUNTY BOARD OF COMMISSIONERS RFQB #23-15

Separate sealed Qualification Based Bids for Construction services related to construction of a new Park to be located at 1089 HWY 81 Loganville, GA 30052, on behalf of the Walton County Board of Commissioners.

SUBMISSIONS ARE TO BE SEALED, MARKED WITH THE OFFEROR'S NAME AND ADDRESS AND LABELED: RFQB #23-15 GENERAL CONSTRUCTION SERVICES - THE GROVE - A WALTON COUNTY PARKS & RECREATIONAL FACILITY

and delivered to:

Walton County **Historic Walton County Courthouse**111 South Broad Street
Monroe, Georgia 30655

no later than 1:30 P.M. E.D.T, MONDAY, MARCH 20, 2023. Submissions received after said date and time will not be considered. Having the wrapper or envelope postmarked by Monday, March 20, 2023, does not meet the requirements of this RFQB. Delivering the document to a commercial delivery service is also not sufficient until the offer is actually received at the designated location. The purpose of the initial submission process is to identify potential bidders who are qualified to perform the required work and, as such, would be "responsible" bidders. The potential bidders identified as qualified through this process will be invited to submit bids to perform the required construction services work.

The written requirements contained in this RFQB shall not be changed or superseded except by written addendum from Walton County. The Owner reserves the right to reject any and all submissions deemed to be non-responsive. Walton County also reserves the right to reject any and all submissions, to waive any technicalities, informalities, or irregularities. Based on the submissions received, Walton County will determine, based on the criteria set forth in Section III of this qualifications document, which of the submitters are qualified to submit bids to perform the required work, i.e. which submitters are "responsible." In the subsequent phase of the selection process, Walton County will award a contract to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the request for bids, with Walton County reserving the right to reject and all bids, to waive any technicalities, informalities, or irregularities.

Any inquiries regarding this RFQB must be submitted in writing via email no later than **Friday, March 10, 2023, 12:00 P.M. E.D.T - ATTN: Jeff Prine, CCM, LEED AP** via email: <a href="mailto:jprine@ascension-pm.com">jprine@ascension-pm.com</a>. Questions will be answered in writing by addendum. Questions received after March 10, 2023, will not receive a response. A list of names of firms providing submissions may be obtained from him via email request after the submittal due date and time stated herein.

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## SECTION I – QUALIFICATION-BASED BIDS OVERVIEW AND PROCEDURES

### A. PURPOSE

The Walton County Board of Commissioners is requesting Competitive Sealed Submissions for Construction services to build a new Park, The Grove, a Walton County Parks & Recreation Facility, located at 1089 HWY 81 Loganville, GA 30052. Instructions for preparation and submission of a Submission are contained in this packet. Submissions must be typed or printed in ink

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

The purpose of this RFQB is:

- 1) To provide interested firms with sufficient information to enable them to submit a uniform responsive Qualification-Based Bid ("Bid") for Walton County's review;
- 2) To set forth a systematic method of evaluation that will be fair and impartial to all interested Firm's; and
- 3) To generate uniform Qualifications for evaluation by Walton County. This RFQB is complex and requires your immediate and careful attention.

This will be accomplished by the following **process**;

- 1) First, Qualification submissions received from Submitting Firms will be evaluated against the Required Criteria listed within this RFQB. Refer to Section II Qualifications A & B for details.
  - NOTE: This is a Mandatory requirement for that Firm to be deemed Qualified and their Bid accepted for the project. Submitting firms determined by Walton County to meet the Required Criteria will be deemed to be qualified and "responsible" and will be allowed to submit bids for the Contract.
- 2) **Second,** the bids of firms deemed qualified will be evaluated on a Competitive Bid Process wherein the contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements set forth herein.

### B. PROJECT DESCRIPTION

Walton County ("Owner") is embarking on its Capital Improvement Program ("Program"). As part of this, a new Park, The Grove, a Walton County Parks & Recreation Facility, is to be constructed. The following is provided to assist the General Construction Firms or Teams in determining if they have the necessary project experience to submit a Submission and be considered for this project.

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### SCOPE:

- GENERAL SCOPE OF SERVICES. Includes complete General Construction services.
  - Site Infrastructure; Clearing & Grading, Utilities, Stormwater Detention, Roadway, Sidewalks, Site Lighting
  - Traffic Signal Improvements at HWY 81 and Park Entrance
  - Community Building
  - SPLASH Pad Complex
  - Playground Complex
  - Amphitheatre Complex
  - Softball Complex (5 Fields)
  - Teen Center (Skatepark, Basketball Courts, Volleyball Courts, and Pavilion
- Construction Budget is estimated to be \$38,500,000.00

It is the objective of Walton County to have their projects completed for as low a cost as practical without sacrificing the Owner's requirements, Design Standards, and/or Long-term Operating / Life Cycle costs.

### C. <u>INFORMATION FOR OFFERORS</u>

### 1. RFQB TIMETABLE:

The anticipated schedule for the RFQB and contract approval is as follows:

RFQB available Monday, February 20, 2023
MANDATORY Pre-Qualifications Conference Tuesday, March 07, 2023, at

11:00 A.M. E.S.T.

Deadline for submission of questions Friday, March 10, 2023, at 12:00

P.M. Noon E.S.T.

Deadline for receipt of Submissions Monday, March 20, 2023, 1:30

P.M. E.S.T.

Submission Evaluations March 20, 2023
Issue Bid Documents to Qualified Bidders March 22, 2023
Receive Bids from Qualified Bidders April 20, 2023
Board of Commissioners Award May 02, 2023

2. SUBMISSIONS ARE TO BE SEALED, MARKED WITH THE OFFEROR'S NAME AND ADDRESS AND LABELED: RFQB #23-15 GENERAL CONSTRUCTION SERVICES - THE GROVE - A WALTON COUNTY PARKS & RECREATIONAL FACILITY and delivered to:

Walton County

**Historic Walton County Courthouse** 

111 South Broad Street Monroe, Georgia 30655

no later than <u>1:30 P.M. E.D.T, MONDAY, MARCH 20, 2023</u>. Submissions received after said date and time will not be considered. Having the wrapper or envelope postmarked by Monday, March 20, 2023, does <u>not</u> meet the requirements of this RFQB. Delivering the document to a commercial delivery service is also not sufficient until the offer is actually received at the designated location.

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#### 3. RFQB QUESTIONS:

Any inquiries regarding this RFQB must be submitted in writing via email no later than Noon-Local Time, Friday, March 10, 2023, Attn: Jeff Prine, CCM, LEED AP via email: <a href="mailto:jprine@ascension-pm.com">jprine@ascension-pm.com</a>. Questions will be answered at the mandatory pre-submission conference and/or in writing by addendum. Questions received after this time will not receive a response.

#### 4. ADDITIONAL INFORMATION/ADDENDA

Answers to questions submitted that materially change the conditions and specifications of this RFQB will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

Submitters should check with the Purchasing Department frequently during the bidding process to verify that they have received all issued addendums. While every attempt is made to make sure that registered Submitters receive notice of addendums, Submitters have the responsibility of making sure that they have received all issued addendums. Addenda are required to be signed and returned with the Submission submittal.

#### 5. LATE QUALIFICATIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submissions received after the SUBMISSION DUE DATE and time will not be considered. Modifications received after the SUBMISSION DUE DATE will not be considered. Walton County shall bear no responsibility for the premature opening of a Submission Package not properly addressed and identified, and/or delivered to the proper designation.

A Submitter may withdraw their Submission before the Submission due date, without prejudice to the Submitter, by submitting a written request of withdrawal to the Walton County Purchasing Department.

#### 6. REJECTION OF SUBMISSIONS

Walton County may reject any and all Submissions and must reject a Submission of any party who has been delinquent or unfaithful in any formal contract with Walton County. Also, Walton County reserves the right to waive any irregularities or informalities in any Submission in the proposing procedure. Walton County shall be the sole judge as to which Submitting firms are qualified, and thereby responsible, and in ascertaining this will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the each Submitting Firm. Walton County will also be the sole judge of which of the bids, from responsible bidders, is responsive and which bid is lowest. If the bid submitted by the lowest responsible and responsive bidder exceeds the funds budgeted for this project, Walton County reserves the right, but shall not be obligated, to negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements.

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### 7. NON-COLLUSION AFFIDAVIT

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

By submitting Submissions, the Offeror represents and warrants no official, employee or agent of Owner or Authority has been offered, has accepted, or has been contracted to accept, either directly or indirectly, any part of the pay or profit arising out of the contract(s) that may result from this RFQB.

#### 8. COST INCURRED BY OFFERORS

All expenses involved with the preparation of Submissions, or any work performed in connection therewith are the responsibility of the Offeror(s).

#### 9. PROJECT ORGANIZATION

The Board of Commissioners of Walton County is the governing body and has authorized the Chairman of the Board of Commissioners to administer this project.

#### 10. CONTACT WITH WALTON COUNTY STAFF

Except for the submission of written questions directed to Jeff Prine, as previously set forth in this RFQB, after February 20, 2023, any contact made by with Walton County Staff or contractors will result in immediate disqualification of said entity. Contact is only permitted after May 31, 2023.

### 11. DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to Submitters, general conditions, and instructions for Submitters, special conditions, specifications, Submission, and addenda, if any, will be deemed part of the contract.

### 12. RFQB DOCUMENTS

The RFQB documents consist of the following Attachments:

- A. GENERAL SCOPE OF WORK
- B. Acknowledgement of Addendum Form (required submittal)
- C. Reference Survey Form (required submittal)
- D. CONSTRUCTION SERVICES AGREEMENT (if deemed Qualified this is to be completely executed and submitted with Bid as part 2 of process)
- E. SUBCONTRACTORS QUALIFICATION AFFIDIVAT (required submittal)
- F. IMMIGRATION AND SECURITY FORM (required submittal)
- G. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR (required submittal)
- H. BUSINESS LICENSE (required submittal)
- I. AIA A305-2020 Document (required submittal)

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### SECTION II – SUBMISSION REQUIREMENTS

Submissions shall not exceed Fifty (50) typed pages. Tab's do not count toward this limit. Attachments C, D, E, F, G, H, & I, do not count toward this limit. 8-1/2" x 11" Sheets printed on both sides counts as <u>one</u> page. 11" x 17" Sheets counts as <u>two</u> pages. Font shall be no less than 10 point and you may utilize double siding. All Submissions shall include the information indicated below and in the following order with individual Tabs for each section and sub section.

All Submissions received will become a part of the official contract file and may be subject to disclosure. Walton County is a governmental entity that is subject to the Georgia Open Records Act ("ORA"). After contract award, documents submitted to Walton County in the bidding process are presumed to be subject to the ORA; however, documents that an offeror contends contains specific trade secrets may be marked as trade secrets. An offeror is required to submit and attach to the specific trade secret record an affidavit affirmatively declaring the specific information in the records that constitutes a trade secret, as defined by Georgia law. If the offeror attaches such an affidavit and if inspection or copies are requested under the ORA, Walton County will contact offeror to advise offeror that said documents have been requested and will be produced if Walton County determines they do not constitute trade secrets. Offeror shall have the amount of time stated in the notice to seek legal remedy preventing the disclosure of the documents. If Walton County has not received a valid judicial order or decree preventing the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.

### A. QUALIFICATIONS CRITERIA:

The Firm for this project shall meet the following minimum Qualifications to be deemed a responsible bidder and to be allowed to submit a bid:

NOTE: If the Firm has multiple office locations please identify which location will be responsible for this project. Responses to Requirements 2 and 3 must be projects completed by the branch office proposed for this project; projects completed by the home or other branch offices will not be accepted.

- 1. The Firm shall have been in business for a minimum of <u>Five (5) years</u> and shall not have been declared in default on any contract within that time. If the Firm choses to joint venture then said joint venture team must have previously completed <u>Three (3) relevant projects together</u>, of similar nature, scope, schedule, and size as indicated in this RFQB.
- 2. The Firm shall have completed at least <u>Three (3) projects</u> that meets the following minimum characteristics in the <u>last five years</u>. The minimum characteristics are:
  - a. Successful completion of; 1) Civil Infrastructure (Grading, Utilities, Roadways for 50 Acre
    or larger sites)
     2) Parks & Recreational Facilities such as; Community Centers, SPLASH
    Pad Complex, Playground Complex, Softball Complex, and/or,
     3) Other related Parks &
    Recreation Facilities for a County or Municipal Governments.
- 3. The Firm shall demonstrate that their Surety underwriting bonds for the project is included on the current U.S. Treasury Circular 570 listing and shall have an A.M. Best rating of A- or better and shall be licensed to do business in the State of Georgia. This, along with the fact that the Surety is ready, willing, and able to provide necessary Bid, Performance and Payment Bonding if the Firm choses to bid the project, shall be provided in a Letter on the surety's Letterhead in this Qualifications Package.
- 4. The Firm shall have demonstrated capabilities to manage a schedule and complete projects

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within agreed upon Schedules and of High Quality. Firm shall utilize Reference Survey Forms/Client Letters as illustrated in Section B.6 below to demonstrate these capabilities.

### **B. QUALIFICATION-BASED BID SUBMISSION REQUIREMENTS:**

#### FORMAT

All Submissions shall include the information indicated below **and in the following order**:

- **1.** <u>Cover Letter & Statement of Interest</u>: A brief cover letter of introduction and interest that includes at a minimum the following:
  - Number of 1) Civil Infrastructure (Grading, Utilities, Roadways for 50 Acre or larger sites) 2) Parks & Recreational Facilities such as; Community Centers, SPLASH Pad Complex, Playground Complex, Softball Complex, and/or, 3) Other related Parks & Recreation Facilities for a County or Municipal Governments the GC firm or team as constructed within the last 5 years with a minimum contract amount of \$38,500,000.00.
  - Explain experience in working with a County's permit inspection processes.
  - Explain experience working with County and Municipalities.
  - Explain experience delivering Projects on time, within budget, and with high quality of standards.
  - Provide construction creativity, awards, or acknowledgements.
  - Provide examples indicating your ability to be flexible and fluid when it comes to changes in your construction processes.
  - Demonstrate that your Surety underwriting bonds for the project is included on the current U.S. Treasury listing and shall have an A.M. Best rating of A- or better and shall be licensed to do business in the State of Georgia. This, along with the fact that the Surety plans on providing necessary Bid, Performance and Payment Bonding if the Firm choses to bid the project, shall be provided in a Letter on their Letterhead in this Qualifications Package.
  - (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)

### 2. Firm Description and information:

- Basic company information
- Company name
- Address & Zip code
- E-mail address & Name of primary contact
- Telephone number
- Fax number
- Number of years in business
- DUNN and BRADSTREET Number if applicable
- Form of Ownership, including state of residency or incorporation for each member of the Team, joint venture, or other structure? For joint venture or other structure, succinctly describe the history and growth of each firm or team member and experience delivering similar projects as this project.
- (Refer to Attachment "I" AIA A305-2020 Document)

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- **3.** <u>Understanding of the Project</u>: Based on the understanding of the Requested Scope of Work the vendor will provide:
  - a. <u>Management Plan and Schedule</u>. Submit Management Plan indicating procedures to be utilized in construction of the Grove parks and recreation facility.
  - b. <u>Team Interface</u>. Describe how your designated POC / Team) will interface with and support the owner and their individual facility members.
  - (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)

### 4. Firm Current Legal Status:

- Regarding litigation with Clients', sub-consultants, and vendors:
  - --List any active or pending litigation any member of the Firm or team has against any Client, sub-consultants and vendors and explain.
  - --Other than that, just listed, has any member of the proposed Firm or team been involved in any relevant litigation in the past five years? Explain.
  - --Has any member of the proposed Firm or team ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.
- Based on the responses provided, Walton County reserves the right after considering such information to find any applicant non-responsible and disqualified.
- (Refer to Attachment "I" AIA A305-2020 Document)

### 5. Project Team:

- Provide general information about the firm's or team's personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
- Provide an organizational chart of key personnel proposed for the Springhill Neighborhood Park in the areas of Principal, Senior Project Manager, Project Manager, Project Engineer, Superintendent and describe each's role on this project.
  - --Principal/Senior Project Manager should have 7 plus Years' experience and demonstrate capability to oversee assigned Project Resources and effectively interface with clients on a regular basis to ensure that the project is effectively being delivered.
  - --Project Manager should have 5 plus Years' experience and demonstrate capability to oversee Project's Schedule, Budget, Quality Assurance, efforts. Demonstrate their capability to oversee sub-contractors assigned to perform specific tasks the project requires.
  - --Project Engineer should have 3 plus Years' experience and demonstrate capability to generate and monitor Critical Path Schedules, Submittals, Request for Information/Logs, Application for Payments, and other necessary paperwork the project requires.
  - **--Superintendent** should **have 10 plus Years' experience** and demonstrate capability to manage sub-contractors, oversee execution of Critical Path

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- Schedules, Quality Assurance Programs, and Close Out Inspections leading to the turn-over of said project to the Client.
- Provide summary resumes / qualifications and description of experience of these key personnel proposed for the project.
- Provide availability of these key personnel proposed to work on this project.
- (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)
- **Reference Projects:** Examples of no more than **Three (3)** "**reference clients**" which represent the team's approach to similar solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel with the "referenced clients" cited in the submittal. We prefer that the reference projects were with clients with similar projects.
  - For each project, the following information should be provided:
  - The name of the organization to which the services were provided
  - Project name
  - Project location
  - Dates during which services were performed
  - Physical description (e.g., project elements, etc.)
  - Brief description of project
  - General Contracting services performed
  - Three (3) representative photos of the project
  - Statement of performance versus Client expectations, including concept, cost, quality, and schedule

| Client Budget   | versus Delivered Cost     |
|-----------------|---------------------------|
| Client Schedule | versus Delivered Schedule |

- (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)
- 7. <u>Acknowledgement of Addendum Form</u>. Refer to **Attachment B**. <u>REQUIRED</u> <u>SUBMITTAL</u>
  - (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)
- **8.** References: Provide Three (3) reference survey forms. Refer to Attachment C for the required format. REQUIRED SUBMITTAL
  - (This is in addition to information requested on Attachment "I" AIA A305-2020 Document)
- **9.** <u>Financial Information</u>: Provide the Offeror's audited Financial Report from either your Financial Institution or CPA.
  - (Refer to Attachment "I" AIA A305-2020 Document)
- 10. Vendor Forms. Refer to Attachment E Subcontractors Qualifications Affidavit, Attachment F Immigration and Security Form, Attachment G Non-Collusion Affidavit of Prime Bidder/Subcontractor, Attachment H Business License. <u>All Attachments are REQUIRED SUBMITTALS</u>. If any of the above are not provided,

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### the Submission will be declared Non-Compliant and will be rejected.

- 11. Construction Services Agreement: Refer to Attachment D.
- 12. AIA A305-2020 Document: Refer to Attachment I. REQUIRED SUBMITTAL

### **SECTION III – AGREEMENT REQUIREMENTS**

This section describes Walton County's expectations for the selected General Construction Firm. The final terms and conditions of the Agreement supersede the information provided here. The information below is intended to provide base requirements for Offerors. It is not the intent of Walton County to limit opportunities to reduce cost or expedite the schedule.

### **A.** FORM OF AGREEMENT

- The Owner intends to enter into a **Construction Services Agreement** with the Selected General Construction Firm. If the selected General Construction Firm is a single entity, Walton County will contract with that entity. If the selected Offeror is a team, Walton County will contract with the Firm listed as PRIME. The General Construction team may contract between themselves as prime/sub-contractors, joint ventures', etc. Conditions of the Contract Agreement shall be communicated via RFQB or via Addendum. The **Construction Services Agreement** is **NOT** subject to negotiation.
- Refer to Attachment D For your Review. A Fully Executed Agreement will be required as part of the next step or Competitive Bid.

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### **SECTION IV - ATTACHMENTS**

- A. GENERAL SCOPE OF WORK
- B. Acknowledgement of Addendum Form *(required submittal)*
- C. Reference Survey Form (required submittal)
- D. CONSTRUCTION SERVICES AGREEMENT (if deemed Qualified this is to be completely executed and submitted with Bid as part 2 of process)
- E. SUBCONTRACTORS QUALIFICATION AFFIDIVAT (required submittal)
- F. IMMIGRATION AND SECURITY FORM (required submittal)
- G. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER /SUBCONTRACTOR (required submittal)
- H. BUSINESS LICENSE (required submittal)
- I. AIA A305-2020 Document (required submittal)

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## "The GROVE" a Walton County Parks & Recreation Facility

#### LEGEND: SITE AMENITIES:

- MAMPHITHEATER
- COMMUNITY CENTER
  DOG PARK
- MAINTENANCE FACILIT
- 6 PLAYGROUND
- 6 SPLASH PAD
- SPORTS COMPLEX
  TRAIL NETWORK
  - VOLUME COMPLEX







SITE PLAN











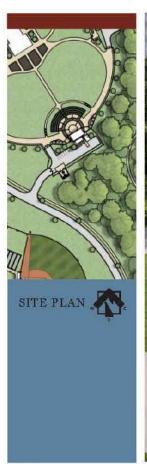


**AMPHITHEATER** 













**AMPHITHEATER** 











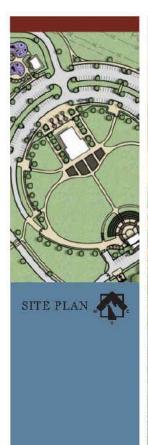


**AMPHITHEATER** 













LARGE PAVILION











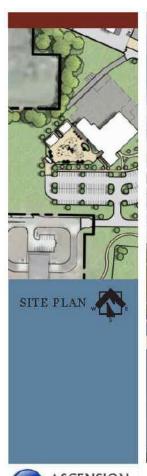


**COMMUNITY CENTER** 













SPLASH PAD













SPORTS COMPLEX













SPORTS COMPLEX













YOUTH RESTROOM PAVILION





### **ATTACHMENT B**

### **Acknowledgement of Addendum Form**

**RFQB # 23-15** 

The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

| Addendum | date | Acknowledgement |         |
|----------|------|-----------------|---------|
|          |      |                 | Initial |
| Addendum | date | Acknowledgement |         |
|          |      |                 | Initial |
| Addendum | date | Acknowledgement |         |
|          |      |                 | Initial |
| Addendum | date | Acknowledgement |         |
|          |      |                 | Initial |

Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror 's receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.

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## ATTACHMENT C Reference Survey Form

### RFQB # 23-15

### The Grove, a Walton County Parks & Recreation Facility

**REQUIRED SUBMITTAL** 

| Offeror:                       |  |                |         |   |   |        |     |
|--------------------------------|--|----------------|---------|---|---|--------|-----|
| Project Name:                  |  |                |         |   |   |        |     |
| <b>Project Completio</b>       | n Date:  |                |         |   |   |        |     |
| Offerors scope inc             | luded:   |                |         |   |   |        |     |
|                                | Construc   | tion           |         |   |   |        |     |
| appropriate numb               | fferor 's performance from 1-<br>per where 1 indicates that yo<br>most agree with the statemer | u <u>least</u> | agree v | _ | - | _      |     |
| Completed work of Construction |  | 1              | 2       | 3 | 4 | 5      | N/A |
| Completed work v               | within budget:   | 1              | 2       | 3 | 4 | 5      | N/A |
|                                | nd accurate information:   | 1              | 2       | 3 | 4 | 5      | N/A |
| Worked well with               | Owner's staff:   | 1<br>1         | 2       | 3 | 4 | 5<br>5 | N/A |
| Exercised project Construction | safety:  |                |         |   |   |        | N/A |
|                                | materials and workmanship:   | 1              | 2       | 3 | 4 | 5      | N/A |
| Would use firm ag              | gain:  | 1              | 2       | 3 | 4 | 5      | N/A |
| Completed by:                  | Name:  |                |         |   |   |        |     |
|                                | Entity:  |                |         |   |   |        |     |
|                                | Address:   |                |         |   |   |        |     |
|                                | Telephone:   |                |         |   |   |        |     |
|                                | Fax:   |                |         |   |   |        |     |
| Signature:                     |  | Date           | e:      |   |   |        |     |

Thank you for your assistance.

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### "EXHIBIT B"

## ATTACHMENT A BID FORM

### RFQB # 23-15 The Grove, a Walton County Parks & Recreation Facility

### **REQUIRED SUBMITTAL**

| Date:                          | 2/16/2024  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Walton                         | County, Georgia  |  |  |  |  |  |  |  |
| Gentlen                        | nen:   |  |  |  |  |  |  |  |
|                                | carefully examined the Invitation for Bids; the Instructions to Bidders; the Proposal; the Contract the Plans and Project Manual entitled:   |  |  |  |  |  |  |  |
| THE GR                         | OVE, 1089 HIGHWAY 81, LOGANVILLE, GA 30052, WALTON COUNTY, GA  |  |  |  |  |  |  |  |
| Value<br>as well a<br>services | Manual dated March 22, 2023, and Construction Drawings dated March 22, 2023 management log dated February 16, 2024 as the site, premises, and conditions affecting the work, the undersigned proposes to furnish all s, labor, and materials necessary to complete the work as described in the above-named ents as follows:   |  |  |  |  |  |  |  |
| A.                             | LUMP SUM   |  |  |  |  |  |  |  |
|                                | Total lump sum amount to complete all work as detailed:Thirty Nine Million   |  |  |  |  |  |  |  |
|                                | Two Hundred and Four Thousand Two Hundred and Six  |  |  |  |  |  |  |  |
|                                | Dollars (\$39,004,206.00).   |  |  |  |  |  |  |  |
| В.                             | ALLOWANCES  The undersigned represents that the allowance listed below is intended to be used for its stated purpose, as identified in Section 012100- Allowances, acknowledges that the actual values are not guaranteed and that any costs in excess of the stated allowance shall be the sole responsibility of the Bidder. Should the amount included in the Base Bid for any allowance items not be exhausted, a change order will be initiated to refund the County the difference of the remaining allowance value:  Seven Hundred Eighty Seven Thousand Five Hundred |  |  |  |  |  |  |  |
|                                | Dollars (\$  |  |  |  |  |  |  |  |

\* Revised Base Bid includes accepted value management from log dated February 16, 2024

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#### C. UNIT PRICES

Should rock or other unforeseen conditions be encountered, and for other indicated construction items, the Base Bid shall include performing the work below. The stated unit prices include only those items listed in Section 012200- Unit Prices.

The undersigned represents that the unit prices listed below are complete as specified in Section 012200, acknowledges that the quantities are not guaranteed, and agrees that payment will be based on actual quantities. Prices must be entered for all blanks in the schedule.

Removal of rock or providing items 3 through 9 in excess of the estimated amount will be paid at the unit price, upon verification by the County's geotechnical firm and/or site representative. The quantity of rock and/or unsatisfactory materials will be verified by the County's representative or geotechnical firm. Should the amount included in the Base Bid for any unit price items not be encountered or implemented, a change order will be initiated to refund the County the difference at the bid unit price.

| No. | Item   | Unit | Qty.   | Unit Price | Total      |
|-----|--|------|--------|------------|------------|
| 1   | Rock (Open<br>Excavation)  | CY   | 500    | \$ 75.00   | \$ 37,500  |
| 2   | Rock (Trench<br>Excavation)  | CY   | 1,250  | \$ 165.00  | \$ 206,250 |
| 3   | Excavation of Unsatisfactory Material and Replacement with             | CY   | 200    | \$ 125.00  | \$ 25,000  |
|     | Crushed Stone  |      |        |            |            |
| 4   | Excavation of Unsatisfactory Material and Replacement with Earth Fill  | CY   | 200    | \$ 22.00   | \$ 4,400   |
| 5   | Excavation of Unsatisfactory Material and Replacement with Surge Stone | CY   | 200    | \$ 175.00  | \$ 35,000  |
| 6   | Trail Cross-Drains   | EA   | 10     | \$ 1000.00 | \$ 10,000  |
| 7   | 419 Bermuda Sod  | SF   | 50,000 | \$ 144.00  | \$ 71,875  |

| D. | •            | TOTAL BASE BID (A + B + C = D)  The total sum of items A, B and C, which is hereinafter called the BASE BID |            |           |       |          |       |         |  |
|----|--------------|---|------------|-----------|-------|----------|-------|---------|--|
|    | Forty Millio | on Three  | Hundred    | l Seventy | Eight | Thousand | Seven | Hundred |  |
|    | Thirty One   | D   | ollars (\$ | 10,181,73 | 1     |          |       | ).      |  |

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<sup>\*</sup> Revised Base Bid includes accepted value management from log dated February 16, 2024

### E. Break down your total BASE BID as follows:

| Item | Description              | Cost          |
|------|--------------------------|---------------|
| 1    | General Site Development | \$14,964,241  |
| 2    | Amphitheater             | \$ 5,019,000  |
| 3    | Community Center         | \$ 5,157,132  |
| 5    | Dog Park                 | \$ N/A        |
| 6    | Maintenance Facility     | \$ 1,155,652  |
| 7    | Playground               | \$ 1,416,884  |
| 8    | Splash Pad               | \$ N/A        |
| 9    | Softball Complex         | \$ 8,232,563  |
| 10   | Trail Network            | \$ 827,873    |
| 11   | Youth Complex            | \$ N/A        |
| 12   | Landscape & Irrigation   | \$ 2,114,928  |
| 13   | Allowance #1             | \$ N/A        |
| 14   | Allowance #2             | \$ N/A        |
| 15   | Allowance #3             | \$ 487,500    |
| 16   | Allowance #4             | \$ 300,000    |
| 17   | Unit Price #1            | \$ 37,500     |
| 18   | Unit Price #2            | \$ 206,250    |
| 19   | Unit Price #3            | \$ 25,000     |
| 20   | Unit Price #4            | \$ 4,400      |
| 21   | Unit Price #5            | \$ 35,000     |
| 22   | Unit Price #6            | \$ 10,000     |
| 23   | Unit Price #7            | \$ 71,875     |
|      |                          |               |
|      | Total BASE BID           | \$ 40,181,731 |
|      |                          |               |

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

In case he be notified in writing by mail, telegraph of delivery of the acceptance of this Proposal within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute a contract (Walton County, General Construction Services – Athletic & Security Lighting Systems) for the work for the above stated compensation and to furnish and to deliver to the Owner a Performance and Payment Bond each in an amount equal to 100% of the Contract Sum and in accordance with the conditions specified under other sections including required subcontractor bonds.

The undersigned agrees to commence actual physical work on the site and with adequate force and equipment as follows:

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Commence work within ten (10) days of the Notice to Proceed and substantially complete all work within seven hundred and thirty (730) days of the Notice to Proceed.

| N/A<br>                 | Dollars (\$  |
|-------------------------|--|
| Respectfully submitted  | ,  |
|                         | Name: Chad McLeod  Address: 45 Peachtree Industrial Blvd.  Sugar Hill, GA 30518  By: President |
| The legal name of the I | Bidder is:<br>Reeves Young, LLC  |

### G. AGREEMENT REQUIREMENTS

This section describes Walton County's expectations for the selected General Construction Firm. The final terms and conditions of the Agreement supersede the information provided here. The information below is intended to provide base requirements for Offerors. It is not the intent of Walton County to limit opportunities to reduce cost or expedite the schedule.

### H. FORM OF AGREEMENT:

The Owner intends to enter into a Construction Services Agreement with the Selected General Construction firm. If the selected General Construction firm is a single entity, Walton County will contract with that entity. If the selected Officer is a team, Walton County will contract with the firm listed as PRIME. The General Construction team may contract between themselves as prime/sub-contractors, joint ventures, etc. Conditions of the Contract Agreement shall be communicated via RFQB or via Addendum. The Construction Services Agreement is NOT subject to negotiation.

A fully executed agreement will be required as part of the Competitive Bid.

### "EXHIBIT B"

### **ATTACHMENT C**

### **Acknowledgement of Addendum Form**

RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

| Addendum | 1   | date | 4/5/2023  | Acknowledgement | CN      |
|----------|-----|------|-----------|-----------------|---------|
| Addendum | _ 2 | date | 4/14/2023 | Acknowledgement | CN      |
| Addendum | 3   | date | 4/21/2023 | Acknowledgement | Initial |
| Addendum | 4   | date | 5/1/2023  | Acknowledgement | Initial |
|          |     |      |           |                 | Initial |

Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror 's receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.

# REEVES YOUNG

### "EXHIBIT B"

### **AUTHORITY TO SIGN**

November 7, 2022

I, Eric Young, Managing Member of Reeves Young, do hereby grant <u>Chad McLeod</u> the authority to execute certain documents on behalf of the company without attestation, which specifically include Owner Agreements, Contracts, Subcontracts, Purchase Orders, Payment and Performance Bonds and Project Qualification Documents as necessary to conduct the business and normal operations of the company.

Eric Young CEO, Managing Member Chad McLeod

Sworn to and subscribed before me this

7th day of November, 2022

Charleth I. Valeriano

Notary Public

My Commission Expires: September 26, 2025



### STATE OF GEORGIA BRAD RAFFENSPERGER, Secretary of State

State Licensing Board for Residential and General Contractors LICENSE NO. GCCO004640

Reeves Young LLC
Eric Young

45 Peachtree Industrial Blvd NW
Suite 200
Sugar Hill GA 30518

Qualifying Agent: William Dean Reeves, III Qualifying Agent License NO: GCQA004637 General Contractor Company

EXP DATE - 06/30/2024 Status: Active Issue Date: 03/02/2015

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing 237 Coliseum Drive Macon GA 31217 Phone: (404) 424-9966 www.sos.ga.gov/plb

Reeves Young LLC 45 Peachtree Industrial Blvd NW Suite 200 Sugar Hill GA 30518 STATE OF GEORGIA BRAD RAFFENSPERGER, Secretary of State

Geo tate Licensing Board for Residential and General Contractors
License No. GCCO004640

Reeves Young LLC
Eric Young
45 Peachtree Industrial Blvd NW
Suite 200
Sugar Hill GA 30518

Qualifying Agent: William Dean Reeves, III Qualifying Agent License NO: GCQA004637 General Contractor Company

EXP DATE - 06/30/2024 Status: Active Issue Date: 03/02/2015

### "EXHIBIT C"

| [Refer to "Exhibit A" | for Scope of Work | and Plans and Specifications | dated March 22, 2023] |
|-----------------------|-------------------|------------------------------|-----------------------|
|                       |                   |                              |                       |

#### "EXHIBIT D.1"

### **PERFORMANCE BOND**

### **WALTON COUNTY, GEORGIA**

| KNOW ALL MEN BY THESE PRESENTS THAT (as  |
|--|
| CONTRACTOR, hereinafter referred to as the "Principal"), and (as                               |
| SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly     |
| bound unto Walton County, Georgia (as OWNER, hereinafter referred to as the "County"), for the |
| use and benefit of the County, in the sum of Dollars   |
| (\$  |
| Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, |
| successors and assigns, jointly and severally, firmly by these presents.                       |

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as <a href="The Grove">The Grove</a>, a Walton <a href="County Parks & Recreation Facility">County Parks & Recreation Facility</a>, (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

**NOW THEREFORE,** the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the County

from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

- 2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor's Surety; and
  - b. The means, method, or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or **CONTRACTOR** ("Principal"): attorneys-in-fact, as set forth below. \_\_\_\_\_ (signature) By: \_\_\_\_\_(print) Title: \_\_\_\_\_(SEAL) Attest: Date: \_\_\_\_\_ \_\_\_\_\_ (signature) \_\_\_\_\_(print) Title: \_\_\_\_\_ Date:\_\_\_\_\_ **CONTRACTOR'S SURETY:** \_\_\_\_\_ (signature) By: (print) Title: (SEAL) Attest: Date: \_\_\_\_\_ \_\_\_\_\_ (signature) \_\_\_\_\_(print) Title: \_\_\_\_\_

(ATTACH SURETY'S POWER OF ATTORNEY)

Date:\_\_\_\_\_

### "EXHIBIT D.2"

### **PAYMENT BOND**

### WALTON COUNTY, GEORGIA

| KNOW ALL MEN BY THESE PRESENTS THAT (as  |
|--|
| CONTRACTOR, hereinafter referred to as the "Principal"), and                                       |
| (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and            |
| firmly bound unto Walton County, Georgia (as OWNER, hereinafter referred to as the "County"),      |
| for the use and benefit of any "Claimant," as hereinafter defined, in the sum of                   |
| Dollars (\$), lawful money of the United   |
| States of America, for the payment of which the Principal and the Contractor's Surety bind         |
| themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, |
| firmly by these presents.  |

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as <a href="The Grove">The Grove</a>, a Walton <a href="County Parks & Recreation Facility">County Parks & Recreation Facility</a>, (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

**NOW THEREFORE,** the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, equipment or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF,** the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:** 

|         |               | Ву:                  | (signature) |
|---------|---------------|----------------------|-------------|
|         |               |                      | (printed)   |
|         |               | Title:               | (SEAL)      |
|         |               | Date:                |             |
| Attest: |               |                      |             |
|         | (signature)   |                      |             |
|         | (printed)     |                      |             |
| Title:  | <del></del>   |                      |             |
| Date:   |               |                      |             |
|         |               | CONTRACTOR'S SURETY: |             |
|         |               | Ву:                  | (signature) |
|         |               |                      | (printed)   |
|         |               | Title:               | (SEAL)      |
|         |               | Date:                |             |
| Attest: |               |                      |             |
|         | _ (signature) |                      |             |
|         | _ (printed)   |                      |             |
| Title:  | -             |                      |             |
| Date:   |               |                      |             |

(ATTACH SURETY'S POWER OF ATTORNEY)

#### "EXHIBIT E"

# ATTACHMENT F NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

| State of Georgia<br>Walton County, Ge  | eorgia  |  |   |  |
|--|---|--|---|--|
| Chad McL   | <u>eod</u> , beir   | ng the first du  | lly sworn, deposes a  | nd says that:  |
| ,  | President   | of   | Reeves Young, L   | LC   |
| (Owner   | , partner, etc.)  | (Company)  |   |  |
| the Bidder that has  | s submitted the attached B  | id;  |   |  |
|  | formed respecting the prenstances respecting such Bi  |  | contents of the atta  | ched Bid and of  |
| 3. Such Bid is genui   | ine and is not a collusive or   | sham Bid;  |   |  |
| representatives, en conspired, connive submit a sham Bid submitted or to ref directly or indirectl other Bidder, firm of fix overhead, profit secure through any against Walton Cou.  5. The price or price collusion, conspirate agents, representations. | Bidder nor any of its office inployees or parties in inter d or agreed, directly or ind in connection with the Confrain from bidding in connect or person to fix price or price or cost element of the bid or collusion, conspiracy, confunty or any person interesting a quoted in the attached Exp, connivance, or unlawful tives, owners, employees of | est including irectly, with a stract for which collusion or comments or the attract or the invance or uned in the properties in the agreement cor parties in in a stract or parties in in the properties in in the properties in in the properties in in the parties in in the parties in in the properties in in the parties in in the parties in in the parties in in the parties in in the properties in in the parties in in the parties in in the properties in the parties in the | this affiant, has in a any other Bidder, firm the attached Bid loch Contract, or has in the action of any other and are not the part of the Bid proper and are not the part of the Bid pterest including this | ny way colluded, m or person to has been n any manner, onference with any other Bidder, or to er bidder, or to nd advantage of tainted by any dder or any of its |
| Signature:   |   | Da   | te: May 9, 2023   |  |
| Name & Title: Chad   | d McLeod, President   | No   |   | I. Valenano  |
|  |   | My Comm  | ission Expires <u>Septe</u>   | EXPIRES  SEPTEMBER   |

# "EXHIBIT F" FINAL AFFIDAVIT

## STATE OF GEORGIA COUNTY OF WALTON

#### TO WALTON COUNTY, GEORGIA

| l,                                 | , hereby certify that all suppliers of materials, equipment   |
|------------------------------------|---|
| and service, subcontractors, med   | anics, and laborers employed by   |
| or any of its subcontra            | tors in connection with the construction of Walton County, Georgia have been paid and satisfied in full |
|                                    | nat there are no outstanding obligations or claims of any kind  |
|                                    | ounty, Georgia on the above named project might be liable,  |
|                                    | Signature   |
|                                    | Title   |
| Personally appeared before me t    | s day of, 2023<br>hat he is of the firm of  |
|                                    |   |
|                                    | , that he has read the above statement, and that to   |
| the best of his knowledge and beli | f same is an exact true statement.  |
|                                    | Notary Public   |
|                                    |   |
|                                    | [NOTARY SEAL]   |
|                                    | My Commission Expires   |
|                                    |   |

#### "EXHIBIT G.1"

# ATTACHMENT E IMMIGRATION AND SECURITY FORM

RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility

#### **REQUIRED SUBMITTAL**

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <a href="https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES">https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES</a>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walton County, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act 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 Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Walton County, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Walton County, Georgia at the time the subcontractor(s) is retained to perform such service.

| / MAS // /ens   | President |
|---|-----------|
| Signature Chad McLeod                                 | Title     |
| Firm Name: Reeves Young, LLC                          |           |
| /   |           |
| Street/Mailing Address: 45 Peachtree Industrial Blvc  | d         |
|   |           |
| City, State, Zip Code: Sugar Hill, GA 30518           |           |
|   |           |
| Telephone Number: <u>770-271-1159</u>                 |           |
|   |           |
| Email: cmcleod@reevesyoung.com                        |           |
|   |           |
| Federal Work Authorization User Identification Number | :         |
| 000774  |           |
| 886774  |           |

Date of Authorization: <u>06/16/2015</u>

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 9TH DAY OF MAY

NOTARY PUBLIC Scarleth I. Valeriano

My Commission Expires: September 26, 2025

## "EXHIBIT G.2" SUBCONTRACTOR AFFIDAVIT

### STATE OF GEORGIA COUNTY OF WALTON

| Number  | By executing this affidavit, the undersigned subcontract  |   |  |  |  |
|---|---|---|--|--|--|
| behalf of Walton County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:    Date of Authorization | · ·   |   |  |  |  |
| program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor with forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:    Federal Work Authorization User Identification   Executed on, 2023 in   (city), (state).   |   |   |  |  |  |
| applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:    Federal Work Authorization User Identification   Executed on  | · · · · · · · · · · · · · · · · · · ·                     |   |  |  |  |
| subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor with forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification Number  Date of Authorization  Signature of Authorized Officer or Agent  Mame of Subcontractor  The Grove, a Walton County Parks & Recreation  Facility,  Printed Name and Title of Authorized Officer or Agent  SUBSCRIBED AND SWORN BEFORE ME  ON THIS THE DAY OF                        |   |   |  |  |  |
| period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification  Number  Executed on, 2023 in  | applicable provisions and deadlines established in O.C    | C.G.A. § 13-10-91. Furthermore, the undersigned     |  |  |  |
| satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification  Number   | subcontractor will continue to use the federal work       | authorization program throughout the contract       |  |  |  |
| with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification Number  | period, and the undersigned subcontractor will cont       | ract for the physical performance of services in    |  |  |  |
| forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Executed on, 2023 in  | satisfaction of such contract only with sub-subcontract   | cors who present an affidavit to the subcontractor  |  |  |  |
| forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Executed on, 2023 in  | with the information required by O.C.G.A. § 13-10-91(b    | ). Additionally, the undersigned subcontractor will |  |  |  |
| business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification Number  |   |   |  |  |  |
| received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.  Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification  Number  Executed on, 2023 in   | ·   |   |  |  |  |
| Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification   | received an affidavit from any other contracted sub-su    | bcontractor, the undersigned subcontractor must     |  |  |  |
| Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:  Federal Work Authorization User Identification   | forward, within five (5) business days of receipt, a copy | of the notice to the contractor.                    |  |  |  |
| Federal Work Authorization User Identification Number  Date of Authorization  Signature of Authorized Officer or Agent  Name of Subcontractor The Grove, a Walton County Parks & Recreation Facility, Name of Project  Walton County, Georgia Name of Public Employer  Name of Public Employer  SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:   |   |   |  |  |  |
| Number  | authorization are as follows:                             |   |  |  |  |
| Number  |   |   |  |  |  |
| Number  |   |   |  |  |  |
| Number  | Federal Work Authorization User Identification            | Executed on, 2023 in                                |  |  |  |
| Date of Authorization  Signature of Authorized Officer or Agent  Name of Subcontractor  The Grove, a Walton County Parks & Recreation  Facility, Name of Project  Walton County, Georgia Name of Public Employer  SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF   | Number  |   |  |  |  |
| Signature of Authorized Officer or Agent  Name of Subcontractor The Grove, a Walton County Parks & Recreation Facility, Name of Project  Walton County, Georgia Name of Public Employer  Notary Public [NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:   |   |   |  |  |  |
| Name of Subcontractor The Grove, a Walton County Parks & Recreation  Facility, Name of Project  Walton County, Georgia Name of Public Employer  ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  I hereby declare under penalty of perjury that   | Date of Authorization                                     |   |  |  |  |
| Name of Subcontractor The Grove, a Walton County Parks & Recreation  Facility, Name of Project  Walton County, Georgia Name of Public Employer  ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  I hereby declare under penalty of perjury that   |   | Signature of Authorized Officer or Agent            |  |  |  |
| Facility, Name of Project  Walton County, Georgia Name of Public Employer  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:  Weight Subscribed And Sworn Before ME ON THIS THE DAY OF,2023.  My Commission Expires:  | Name of Subcontractor                                     |   |  |  |  |
| Name of Project  Walton County, Georgia Name of Public Employer  SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:   | The Grove, a Walton County Parks & Recreation             |   |  |  |  |
| Name of Project  Walton County, Georgia  Name of Public Employer  SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:  | Facility,   | Printed Name and Title of Authorized Officer or     |  |  |  |
| Walton County, Georgia Name of Public Employer  SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:  | Name of Project   |   |  |  |  |
| Name of Public Employer  ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:  I hereby declare under penalty of perjury that  | •   |   |  |  |  |
| Name of Public Employer  ON THIS THE DAY OF,2023.  NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires:  I hereby declare under penalty of perjury that  | Walton County, Georgia                                    | SUBSCRIBED AND SWORN BEFORE ME                      |  |  |  |
| My Commission Expires:  I hereby declare under penalty of perjury that  |   | ON THIS THE DAY OF                                  |  |  |  |
| NOTARY PUBLIC [NOTARY SEAL]  My Commission Expires: I hereby declare under penalty of perjury that  | , ,   |   |  |  |  |
| [NOTARY SEAL]  My Commission Expires: I hereby declare under penalty of perjury that  |   |   |  |  |  |
| [NOTARY SEAL]  My Commission Expires: I hereby declare under penalty of perjury that  |   | NOTARY PUBLIC                                       |  |  |  |
| My Commission Expires: I hereby declare under penalty of perjury that   |   |   |  |  |  |
| I hereby declare under penalty of perjury that  |   | [,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,             |  |  |  |
| I hereby declare under penalty of perjury that  |   | My Commission Expires:                              |  |  |  |
|   | I hereby declare under penalty of periury that            | ,   |  |  |  |
| the foregoing is true and correct.  | the foregoing is true and correct.                        |   |  |  |  |

#### "EXHIBIT H"

| <b>DRAWINGS</b> : |                                     | DATED:  |
|-------------------|-------------------------------------|---|
| Sheet #           | Description                         | March 22, 2023                                |
| ARCHITECTURA      | AL: GENERAL                         |   |
| A0.00A            | COVER SHEET                         |   |
| A0.01A            | DRAWING INDEX & GENERAL BUILDING    | G NOTES                                       |
| A0.02A            | ABBREVIATIONS, SHEET NUMBERING,     | SYMBOLS & LEGEND AND MOUNTING HEIGHTS         |
| A0.03A            | CODE REVIEW, LIFE SAFETY PLAN, & LE | ENGEND  |
| A0.04A            | SIGNAGE AND COMCHECK                |   |
| A0.05A            | ADA STANDARDS                       |   |
| A0.06A            | ADA STANDARDS                       |   |
| A0.07A            | ADA STANDARDS                       |   |
| A0.08A            | ADA STANDARDS                       |   |
| A0.09A            | YOUTH BUILDING PERSPECTIVE          |   |
| SITE / CIVIL      |                                     |   |
| C1.00             | OVERAL LAYOUT PLAN KEY              |   |
| C1.02A            | LAYOYUT ENLARGEMENT PLAN            |   |
| ARCHITECTURA      | L: BUILDING "A" YOUTH BUILDING      |   |
| A0.00A -          | COVER SHEET                         |   |
| A0.10A            | DRAWING INDEX & GENERAL BUILDING    | G NOTES.                                      |
| A0.20A            |                                     | LEGEND GRAPHICS SYMBOL & MOUNTING HEIGH       |
| A0.30A            | CODE REVIEW AND LIFE SAFETY         | ELECTIVE CITY THESE STIMBLE & MICCITING HEIGH |
| A0.40A            | COMCHECK & SIGNAGE                  |   |
| A0.50A            | ADA STANDARDS                       |   |
|                   | ADA STANDARDS                       |   |
|                   | ADA STANDARDS                       |   |
| A0.80A -          | ADA STANDARDS                       |   |
| A8.20A -          | DOOR DETAILS                        |   |
| A0.90A -          | YOUTH BUILDING PERSPECTIVE          |   |
| A2.10A -          | YOUTH BUILDING FLOOR PLAN           |   |
| A3.10A            | YOUTH BUILDING EXTERIOR ELEVATION   | NS-   |
| A3.20A            | YOUTH BUILDING EXTERIOR ELEVATION   | NS-   |
| A3.30A            | BUILDING SECTIONS                   |   |
| A4.10A            | WALL SECTIONS & DETAILS             |   |
| A4.20A            | WALL SECTIONS & DETAILS             |   |
| A4.30A            | WALL SECTIONS & DETAILS             |   |
| A4.40A            | WALL SECTIONS & DETAILS             |   |
| A6.10A            | YOUTH BUILDING REFLECTED CEILING    | PLAN  |
| A7.10A            | YOUTH RESTROOM/PAVILION ROOF PI     | LANS-   |
| A7.20A            | ROOF DETAILS - ROOF PENETRATIONS    |   |
| A8.10A            | DOOR & WINDOW SCHEDULE, DETAILS     |   |
| A9.10A            | ARCHITECTURAL MILLWORK DETAILS      |   |
|                   |                                     |   |
| A9.20A            | ARCHITECTURAL MILLWORK DETAILS      |   |

#### ARCHITECTURAL: BUILDING "B" SPLASH PAD BUILDING

A0.00B - COVER SHEET
A0.01B - DRAWING INDEX & GENERAL NOTES

A0.02B CODE REVIEW AND LIFE SAFETY

A0.03B COMCHECK & SIGNAGE

A0.04B SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOL & MOUNTING HEIGHTS

 A0.06B ADA STANDARDS

 A0.07B ADA STANDARDS

 A0.08B ADA STANDARDS

 A0.09B ADA STANDARDS

A0.10B - COMMUNITY CENTER PERSPECTIVES
A1.21B - COMMUNITY CENTER 3D VIEW SWA1.22B - COMMUNITY CENTER 3D VIEW SE A1.23B - COMMUNITY CENTER 3D VIEW NE-

A2.01B - COMMUNITY CENTER OVERALL FLOOR PLAN-A2.02B - ADMINISTRATION AND LOBBY ENLARGED PLAN-

A2.03B - SPLASH PAD WING ENLARGED PLANA2.04B - CARDIO AND WEIGHTS ENLARGED PLANA2.05B - CLASSROOM AREA ENLARGED PLANA2.06B - MEETING ROOMS AREA ENLARGED PLANA2.07B - WARMING KITCHEN ENLARGED PLAN-

A2.08B - CONCESSIONS ENLARGED PLAN-

A2.10B - COMMUNITY CENTER REFLECTED CEILING PLAN

A2.11B - ENLARGED REFLECTED CEILING PLANA3.01B - COMMUNITY CENTER EXTERIOR ELEVATIONSA3.02B - COMMUNITY CENTER EXTERIOR ELEVATIONSA3.10B - COMMUNITY CENTER BUILDING SECTIONSA3.11B - COMMUNITY CENTER BUILDING SECTIONSA3.12B - COMMUNITY CENTER BUILDING SECTIONSA3.13B - COMMUNITY CENTER BUILDING SECTIONS-

A4.00B COMMUNITY CENTER ROOF PLAN

A4.01B ROOF DETAILS

A4.02B ROOF DETAILS – STANDING SEAM
A4.03B ROOF DETAILS – STANDING SEAM
A4.04B DETAILS – ROOF PENETRATIONS
A4.05B ROOF DETAILS – MEMBRANE
A5.01B - SPLASHPAD WING WALL SECTIONS
A5.02B - ADMIN WING WALL SECTIONS

A5.03B - COMMUNITY CENTER REAR WALL SECTIONS
A5.04B - COMMUNITY CENTER EAST WALL SECTIONS

A5.05B - WEST ELEV WALL SECTIONS

A5.06B - COMMUNITY CENTER ENTRANCE WALL SECTIONS

A5.07B - INTERIOR WALL SECTIONS

A6.01B- COMMUNITY CENTER SECTION DETAILS
A7.01B- COMMUNITY CENTER INTERIOR ELEVATIONS

A7.02B COMMUNITY CENTER LOCKER AND CABINET ELEVATIONS

A8.01B- DOOR SCHEDULE AND DETAILSA9.11B- ARCHITECTURAL MILLWORK DETAILSA9.12B- ARCHITECTURAL MILLWORK DETAILS-

A4.06B ROOF DETAILS
A6.30B RCP DETAILS
A8.02B DOOR DETAILS

#### ARCHITECTURAL: BUILDING "C" SOFTBALL BUILDING

A0.0C COVER SHEET

A0.1C DRAWING INDEX & GENERAL NOTES

Building B is the Splash Pad Building. Some drawings were mislabeled "Community Center" but all marked through Building B drawings are the Splash Pad Building only.

| A0.2C          | CODE REVIEW AND LIFE SAFETY  |
|----------------|--|
| A0.3C          | COMCHECK & SIGNAGE   |
| A0.4C          | SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS |
| A0.5C          | ADA STANDARDS  |
| A0.6C          | ADA STANDARDS  |
| A0.7C          | ADA STANDARDS  |
| A0.8C          | ADA STANDARDS  |
| A0.9C          | SOFTBALL BUILDING PERSPECTIVES   |
| A0.9C<br>A2.1C | SOFTBALL BUILDING FLOOR PLAN   |
| A2.1C<br>A2.2C | KITCHEN ENLARGED PLAN  |
| A3.1C          | SOFTBALL BUILDING EXTERIOR ELEVATIONS                                      |
|                |  |
| A3.2C          | SOFTBALL BUILDING EXTERIOR ELEVATIONS                                      |
| A3.3C          | SOFTBALL BUILDING – BUILDING SECTIONS                                      |
| A4.1C          | WALL SECTIONS & DETAILS  |
| A4.2C          | WALL SECTIONS & DETAILS  |
| A4.3C          | WALL SECTIONS & DETAILS  |
| A4.4C          | WALL SECTIONS & DETAILS  |
| A6.0C          | SOFTBALL BUILDING REFLECTED CEILING PLAN                                   |
| A7.0C          | SOFTBALL BUILDING ROOF PLANS   |
| A7.1C          | ROOF DETAILS – STANDING SEAM   |
| A7.2C          | ROOF DETAILS – STANDING SEAM   |
| A8.1C          | DOOR SCHEDULE, LOGO SIGNAGE  |
| A9.1C          | ARCHITECTURAL MILLWORK DETAILS   |
| A9.2C          | ARCHITECTURAL MILLWORK DETAILS   |
| A9.3C          | ARCHITECTURAL MILLWORK DETAILS   |
|                |  |
|                | AL: BUILDING "D" SMALL PAVILION  |
| A0.0D          | COVER SHEET  |
| A0.1D          | DRAWING INDEX & GENERAL BUILDING NOTES                                     |
| A0.2D          | CODE REVIEW, LIFE SAFTEY, COMCHECK   |
| A0.3D          | CODE REVIEW AND SIGNAGE  |
| A0.4D          | SHEET NUMBERING, ABREVIATIONS, LEGENDS GRAPHICS SYMBOLS & MOUNTING HEIGHTS |
| A0.5D          | ADA STANDARDS  |
| A0.6D          | ADA STANDARDS  |
| A0.7D          | ADA STANDARDS  |
| A0.8D          | ADA STANDARDS  |
| A2.1D          | SMALL PAVILION FLOOR PLAN, RCP, ROOF PLAN, PERSPECTIVE, SECTION, ELEVATION |
| A4.1D          | WALL SECTIONS & DETAILS  |
|                |  |
|                | AL: BUILDING "E" RESTROOM BUILDING   |
| A0.0E          | COVER SHEET  |
| A0.1E          | DRAWING INDEX & GENERAL BUILDING NOTES                                     |
| A0.2E          | CODE REVIEW, LIFE SAFETY, COMCHECK   |
| A0.3E          | COMCHECK & SIGNAGE   |
| A0.4E          | SHEET NUMBERING, ABBREVIATIONS, GENERAL BUILDING NOTES & MOUNTING HEIGHTS  |
| A0.5E          | ADA STANDARDS  |
| A0.6E          | ADA STANDARDS  |
| A0.7E          | ADA STANDARDS  |
| A0.8E          | ADA STANDARDS  |
| AC0.00         | COVER SHEET  |
| A0.9E          | RESTROOM BUILDING PERSPECTIVE  |
| A2.1E          | RESTROOM BUILDING FLOOR PLAN   |
| A3.1E          | RESTROOM BUILDING EXTERIOR ELEVATIONS                                      |
|                |  |

| A3.2E          | RESTROOM BUILDING EXTERIOR ELEVATIONS                                      |
|----------------|--|
| A3.3E          | RESTROOM BUILDING SECTIONS   |
| A4.1E          | WALL SECTIONS AND DETAILS  |
| A4.2E          | WALL SECTIONS AND DETAILS  |
| A4.3E          | WALL SECTIONS AND DETAILS  |
| A6.1E          | REFLECTED CEILING PLAN AND ROOF PLAN                                       |
| A7.1E          | ROOF DETAILS – STANDING SEAM   |
| A7.2E          | ROOF DETAILS – STANDING SEAM   |
| A8.1E          | DOOR SCHEDULES AND DETAILS   |
|                |  |
|                | L: BUILDING "F" AMPHITHEATER   |
| A0.0F          | COVER SHEET  |
| A0.1F          | DRAWING INDEX & GENERAL BUILDING NOTES                                     |
| A0.2F          | LIFE SAFETY PLAN   |
| A0.3F          | SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS |
| A0.5F          | ADA STANDARDS  |
| A0.6F          | ADA STANDARDS  |
| A0.7F          | ADA STANDARDS  |
| A0.9F          | AMPHITHEATER PERSPECTIVES  |
| A2.1F          | AMPHITHEATER FLOOR PLAN  |
| A3.1F          | AMPHITHEATER ELEVATIONS  |
| A3.2F          | AMPHITHEATER ELEVATIONS  |
| A3.3F          | AMPHITHEATER BUILDING SECTIONS   |
| A3.4F          | AMPHITHEATER BUILDING SECTIONS   |
| A4.1F          | WALL SECTIONS  |
| A4.2F          | WALL SECTIONS & DETAILS  |
| A6.1F          | AMPHITHEATER REFLECTED CEILING PLAN  |
| A7.1F          | AMPHITHEATER ROOF PLAN   |
| A7.2F          | ROOF DETAILS – STANDING SEAM   |
| A7.3F          | ROOF DETAILS – STANDING SEAM   |
| A8.1F          | DOOR & WINDOW DETAILS  |
|                |  |
| ARCHITECTURA   | L: BUILDING "G" LARGE PAVILION   |
| A0.0G          | COVER SHEET  |
| A0.1G          | DRAWING INDEX & GENERAL BUILDING NOTES                                     |
| A0.2G          | CODE REVIEW AND LIFE SAFETY  |
| A0.3G          | COMCHECK & SIGNAGE   |
| A0.4G          | SHEET NUMBERING, ABBREAVIATIONS, LEGEND GRAPHICS SYMBOL & MOUNTING HEIGHTS |
| A0.5G          | ADA STANDARDS  |
| A0.6G          | ADA STANDARDS  |
| A0.7G          | ADA STANDARDS  |
| A0.8G          | ADA STANDARDS  |
| A0.9G          | LARGE PAVILION PERSPECTIVES  |
| A2.1G          | LARGE PAVILION FLOOR PLAN  |
| A2.2G          | KITCHEN ENLARGED PLAN  |
| A3.1G          | LARGE PAVILION EXTERIOR ELEVATIONS   |
| A3.2G          | LARGE PAVILION EXTERIOR ELEVATIONS   |
| A3.3G          | BUILDING SECTIONS  |
| A4.1G          | WALL SECTIONS & DETAILS  |
| A4.2G          | WALL SECTIONS & DETAILS  WALL SECTIONS & DETAILS                           |
| A4.3G          | WALL SECTIONS & DETAILS  WALL SECTIONS & DETAILS                           |
| A4.4G          | WALL SECTIONS & DETAILS  WALL SECTIONS & DETAILS                           |
| A4.4G<br>A6.1G | LARGE PAVILION REFLECTED CEILING PLAN                                      |
| A0.10          | LANGE I AVIDION NEI LECTED CEIDING FLAN                                    |

| A7.1G         | LARGE PAVILION ROOF PLAN  |
|---------------|---|
| A7.2G         | ROOF DETAILS – STANDING SEAM  |
| A7.3G         | ROOF DETAILS – STANDING SEAM  |
| A8.1G         | DOOR SCHEDULE AND DETAILS   |
| A9.1G         | ARCHITECTURAL MILLLWORK DETAILS   |
| A9.2G         | ARCHITECTURAL MILLLWORK DETAILS   |
| A9.3G         | ARCHITECTURAL MILLLWORK DETAILS   |
|               |   |
|               | : BUILDING "H" MEDIUM PAVILION  |
| A0.0H         | COVER SHEET   |
| A0.1H         | DRAWING INDEX & GENERAL BUILDING NOTES                                    |
| A0.2H         | CODE REVIEW, LIFE SAFETY, COMCHECK  |
| A0.9H         | MEDIUM PAVILION PERSPECTIVE   |
| A2.1H         | MEDIUM PAVILION FLOOR PLAN, ELEVATIONS, SECTION                           |
| A3.1H         | EXTERIOR ELEVATIONS   |
| A3.2H         | BUILDING SECTIONS   |
| A6.1H         | MEDIUM PAVILION REFLECTED CEILING PLAN, ROOF PLAN                         |
| ARCHITECTURAL | : BUILDING "J" MAINTENANCE FACILITY                                       |
| A0.0J         | COVER SHEET   |
| A0.1J         | DRAWING INDEX & GENERAL BUILDING NOTES                                    |
| A0.3J         | LIFE SAFETY PLAN  |
| A0.4J         | ABBREVIATIONS, SHEET NUMBERING SYSTEM, LEGEND GRAPHICS SYMBOLS & MOUNTING |
|               | HEIGHTS   |
| A0.5J         | GENERAL NOTES & LEGENDS   |
| A0.6J         | ADA STANDARDS   |
| A0.7J         | ADA STANDARDS   |
| A0.8J         | ADA STANDARDS   |
| A2.0J         | MAINTENANCE FACILITY PERSPECTIVE  |
| A2.1J         | MAINTENANCE FACILITY FLOOR PLAN   |
| A3.1J         | MAINTENANCE FACILITY EXTERIOR ELEVATIONS                                  |
| A3.2J         | MAINTENANCE FACILITY EXTERIOR ELEVATIONS                                  |
| A3.3J         | MAINTENANCE FACILITY BUILDING SECTIONS                                    |
| A3.4J         | MAINTENANCE FACILITY BUILDING WALL DETAILS                                |
| A6.1J         | MAINTENANCE FACILITY REFLECTED CEILING PLAN                               |
| A7.1J         | MAINTENANCE FACILITY ROOF PLAN  |
| A7.2J         | ROOF DETAILS – STANDING SEAM  |
| A7.4J         | ROOF DETAILS – ROOF PENETRATIONS  |
| A8.1J         | DOOR SCHEDULE & WINDOW INFORMATION  |
| A9.1J         | CASEWORK DETAILS  |
| A9.2J         | CASEWORK DETAILS  |
| A9.3J         | CASEWORK DETAILS  |
|               |   |

#### **ARCHITECTURAL: BUILDING "K" PUMP HOUSE**

A0.0K - COVER-SHEET

A0.1K - DRAWING INDEX & GENERAL BUILDING NOTES

A0.2K LIFE SAFETY & CODE REVIEW

A0.5K- ABBREVIATIONS, SHEET NUMBERING SYSTEM, LEGEND GRAPHICS SYMBOLS & MOUNTING-

**HEIGHTS** 

AO.7K ADA STANDARDS

A2.1K - PUMP HOUSE PLANS, ELEVATIONS, SECTION, PERSPECTIVE

A3.1K PUMP ROOM EXTERIOR ELEVATIONS, SECTION AND PERSPECTIVE

A7.01K ROOF DETAILS – STANDING SEAM

A7.02K **DETAILS - ROOF PENETRATIONS** 

A8.1K **DOOR SCHEDULE & WINDOW INFORMATION** 

#### STRUCTURAL: YOUTH RESTROOM PAVILION - A

S0.01A -**GENERAL NOTES** S0.02A -**GENERAL NOTES** S0.03A -**GENERAL NOTES** 

S1.01A -YOUTH BUILDING FOUNDATION PLAN S2.01A YOUTH BUILDING ROOF FRAMING PLAN-

S4.01A **TYPICAL SECTIONS AND DETAILS** S4.02A **TYPICAL SECTIONS AND DETAILS** 

#### **STRUCTURAL: COMMUNITY CENTER - B**

S0.01B -**GENERAL NOTES** Building B is the Splash Pad S0.02B -**GENERAL NOTES** Building. Some drawings were S1.0B -**AXONOMETRIC VIEW** mislabeled "Community Center" but S1.01B -**COMMUNITY CENTER FOUNDATION PLAN** 

S2.01B -**COMMUNITY CENTER ROOF FRAMING PLAN** 

all marked through Building B **TYPICAL SECTIONS AND DETAILS** S4.01B drawings are the Splash Pad

S4.02B **TYPICAL SECTIONS AND DETAILS** Building only.

#### STRUCTURAL: SOFTBALL CONCESSIONS - C

S0.01C **GENERAL NOTES** S0.02C **GENERAL NOTES GENERAL NOTES** S0.03C

S1.01C SOFTBALL BUILDING FOUNDATION PLAN S2.01C SOFTABLL BUILDING ROOF FRAMING PLAN

S4.01C TYPICAL SECTIONS AND DETAILS TYPICAL SECTIONS AND DETAILS S4.02C

### STRUCTURAL: SMALL PAVILION - D

S0.01D **GENERAL NOTES** 

S1.01D SMALL PAVILION FOUNDATION PLAN, SECTIONS & DETAILS

#### STRUCTURAL: RESTROOM BUILDING - E

S0.01E **GENERAL NOTES** S0.02E **GENERAL NOTES** 

S1.01E **RESTROOM BUILDING FOUNDATION & ROOF FRAMING PLANS** 

S4.01E TYPICAL SECTIONS AND DETAILS S4.02E TYPICAL SECTIONS AND DETAILS

#### STRUCTURAL: AMPHITHEATER - F

S0.01F **GENERAL NOTES** S0.02F **GENERAL NOTES** S1.0F AXONOMETRIC VIEW

S1.01F AMPHITHEATER FOUNDATION PLAN AMPHITHEATER FOUNDATION PLAN S2.01F

S3.01F **SECTIONS & DETAILS** S3.02F **SECTIONS & DETAILS** S3.03F **SECTIONS & DETAILS** 

TYPICAL SECTIONS AND DETAILS S4.01F S4.02F TYPICAL SECTIONS AND DETAILS

#### STRUCTURAL: LARGE PAVILION - G

| S0.01G | GENERAL NOTES        |
|--------|----------------------|
| S0.02G | <b>GENERAL NOTES</b> |
| S0.03G | <b>GENERAL NOTES</b> |

S1.01G LARGE PAVILION FOUNDATION PLAN
S2.01G LARGE PAVILION ROOF FRAMING PLAN
S4.01G TYPICAL SECTIONS AND DETAILS
S4.02G TYPICAL SECTIONS AND DETAILS

#### STRUCTURAL: MEDIUM PAVILION - H

S0.01H GENERAL NOTES

S1.01H MEDIUM PAVILION FOUNDATION PLAN

#### STRUCTURAL: MAINTENNANCE FACILTIY - J

| S0.01J | <b>GENERAL NOTES</b> |
|--------|----------------------|
| S0.02J | <b>GENERAL NOTES</b> |
| S0.03J | <b>GENERAL NOTES</b> |

S1.01J MAINTENANCE FACILITY FOUNDATION PLAN

S1.02J MAINTENANCE FACILITY MEZZANINE FRAMING PLAN
S2.01J MAINTENNANCE FACILITY ROOF FRAMING PLAN

S4.01J TYP SECTIONS & DETAILS

#### STRUCTURAL: PUMP HOUSE - K

S0.01K - GENERAL NOTES-S0.02K - GENERAL NOTES-S0.03K - GENERAL NOTES-

S1.01K - PUMP HOUSE FOUNDATION & FRAMING PLANS

S4.01K - TYPICAL SECTIONS & DETAILS

-

C1.00

#### ARCHITECTURAL: BUILDING "L" COMMUNITY CENTER

| A1.01L | COMMUNITY CENTER 3D VIEW SW |
|--------|-----------------------------|
| A1.02L | COMMUNITY CENTER 3D VIEW SE |
| A1.03L | COMMUNITY CENTER 3D VIEW NE |

A2.01L COMMUNITY CENTER OVERALL FLOOR PLAN
A2.02L ADMINISTRATION AND LOBBY ENLARGED PLAN
A2.03L CARDIO AND WEIGHTS ENLARGED PLAN

A2.04L CLASSROOM AREA ENLARGED PLAN
A2.05L MEETING ROOMS AREA ENLARGED PLAN
A2.06L WARMING KITCHEN ENLARGED PLAN

A2.07L COMMUNITY CENTER REFLECTED CEILING PLAN

A2.08L ENLARGED REFLECTED CEILING PLAN

A3.01L COMMUNITY CENTER EXTERIOR ELEVATIONS
A3.02L COMMUNITY CENTER EXTERIOR ELEVATIONS
A3.03L COMMUNITY CENTER BUILDING SECTIONS
A3.04L COMMUNITY CENTER BUILDING SECTIONS
A3.05L COMMUNITY CENTER BUILDING SECTIONS
A3.06L COMMUNITY CENTER BUILDING SECTIONS

A4.00L COMMUNITY CENTER ROOF PLAN
A4.02L ROOF DETAILS – STANDING SEAM
A4.03L ROOF DETAILS – STANDING SEAM

| A4.04L | DETAILS – ROOF PENETRATIONS                    |
|--------|--|
| A4.05L | ROOF DETAILS – MEMBRANE                        |
| A4.06L | ROOF DETAILS                                   |
| A5.01L | ADMIN WING WALL SECTIONS                       |
| A5.02L | COMMUNITY CENTER REAR WALL SECTIONS            |
| A5.03L | COMMUNTIY CENTER EAST WALL SECTIONS            |
| A5.04L | WEST ELEV WALL SECTIONS                        |
| A5.05L | COMMUNITY CENTER ENTRANCE WALL SECTIONS        |
| A5.06L | INTERIOR WALL SECTIONS                         |
| A6.01L | COMMUNITY CENTER SECTION DETAILS               |
| A6.02L | RCP DETAILS                                    |
| A7.01L | COMMUNITY CENTER INTERIOR ELEVATIONS           |
| A7.03L | COMMUNITY CENTER CLASSROOM ELEVATIONS          |
| A7.04L | COMMUNITY CENTER CONFERENCE ROOM ELEVATIONS    |
| A7.05L | COMMUNITY CENTER INTERIOR ELEVATIONS           |
| A7.06L | CARDIO AND WEIGHTS ELEVATION                   |
| A7.07L | WARMING KITCHEN ELEVATION                      |
| A8.01L | DOOR SCHEDULE AND DETAILS                      |
| A8.02L | DOOR DETAILS                                   |
| A8.03L | WINDOW SCHEDULE AND ELEVATIONS                 |
| A8.04L | WINDOW ELEVATIONS                              |
| A8.05L | CURTAIN WALL DETAILS                           |
| A8.06L | WINDOW DETAILS                                 |
| A9.01L | CORRIDOR FLOOR FINISH PLAN AND FINISH SCHEDULE |
| A9.02L | ADMINISTRATION AND LOBBY FINISH PLAN           |
| A9.03L | CARDIO AND WEIGHTS FINISH PLAN                 |
| A9.04L | CLASSROOM AREA FINISH PLAN                     |
| A9.05L | MEETING ROOMS FINISH PLAN                      |
| A9.06L | ARCHITECTURAL WOODWORK DETAILS                 |
| A9.07L | ARCHITECTURAL WOODWORK DETAILS                 |
| A9.08L | RECEPTION DESK DETAILS                         |
|        |  |

#### STRUCTURAL: COMMUNITY CENTER - L

| S0.01L | GENERAL NOTES                      |
|--------|------------------------------------|
| S0.02L | GENERAL NOTES                      |
| S0.03L | GENERAL NOTES                      |
| S1.0L  | AXONOMETRIC VIEW                   |
| S1.01L | COMMUNITY CENTER FOUNDATION PLAN   |
| S2.01L | COMMUNITY CENTER ROOF FRAMING PLAN |
| S3.01L | SECTIONS & DETAILS                 |
| S3.02L | SECTIONS & DETAILS                 |
| S3.03L | SECTION & DETAILS                  |
| S3.04L | SECTION & DETAILS                  |
| S4.01L | TYPICAL SECTIONS & DETAILS         |
| S4.02L | TYPICAL SECTIONS & DETAILS         |

#### **MECHANICAL: COMMUNITY CENTER - L**

| M0.1L | LEGENDS, ABBREVIATIONS AND SCHEDLUES - MECHANICAL |
|-------|---|
| M1.1L | FLOOR PLAN - MECHANICAL                           |
| M1.2L | ROOF PLAN - MECHANICAL                            |
| M2.1L | DETAILS - MECHANICAL                              |

#### **PLUMBING - COMMUNITY CENTER - L**

| D O 41 | CCLIEDINEC | NIOTEC 0                    | DETAILS PLUMBIN | _  |
|--------|------------|-----------------------------|-----------------|----|
| P-0.1L | V HEININEV | $N(I) \cap F \setminus X_I$ |                 | (- |
|        |            |                             |                 |    |

P-1.1L OVERALL FLOOR PLAN PLUMBING

P-2.1L ROOF PLAN - PLUMBING P-2.2L PART PLANS - PLUMBING

#### SITE ELECTRICAL - COMMUNITY CENTER - L

ESP1 OVERAL ELECTRICAL SITE PLAN ESP1B PARTIAL ELECTRICAL PLAN

#### **ELECTRICAL - COMMUNITY CNETER - L**

E1.1L FLOOR PLAN - POWER - ELECTRICAL
E1.2L FLOOR PLAN - MP - ELECTRICAL
E1.3L FLOOR PLAN - KITCHEN - ELECTRICAL
E2.1L FLOOR PLAN - LIGHTING - ELECTRICAL
E3.1L DETAILS & SCHEDULE - ELECTRICAL
E3.2L DETAILS & SCHEDULE - ELECTRICAL

#### **LOW VOLTAGE - COMMUNITY CENTER - L**

LV0.1L LEGEND - LV
LV1.1L FLOOR PLAN - LV
LV4.1L DETAILS - LV
LV4.2L DETAILS - LV
LV4.3L DETAILS - LV
LV4.4L DETAILS - LV

#### **SITE WORK**

| C0.00 | COVER SHEET         |
|-------|---------------------|
| C0.01 | GENERAL NOTES       |
| C0.02 | EXISTING CONDITIONS |
| C0.02 | SITE MASTER PLAN    |
| C0.03 | DEMOLITION PLAN     |
|       |                     |
| C0.05 | DEMOLITION PLAN     |

CO.06 FIRE AND ADA ACCESSIBILITY PLAN

C1.00 OVERALL LAYOUT PLAN KEY

C1.01 LAYOUT PLAN

C1.01A LAYOUT ENLARGEMENT PLAN

C1.02 LAYOUT PLAN

C1.02A LAYOUT ENLARGEMENT PLAN
C1.02B LAYOUT ENLARGEMENT PLAN

C1.03 LAYOUT PLAN

C1.03A LAYOUT ENLARGEMENT PLAN

C1.04 LAYOUT PLAN

C1.04A LAYOUT ENLARGEMENT PLAN

C1.05 LAYOUT PLAN

C1.05A LAYOUT ENLARGEMENT PLAN

C1.06 LAYOUT PLAN

C1.06A LAYOUT ENLARGEMENT PLAN

C1.07 LAYOUT PLAN
C1.08 LAYOUT PLAN
C1.09 LAYOUT PLAN
C1.10 LAYOUT PLAN

| C1.11           | LAYOUT PLAN                              |
|-----------------|--|
| C1.11A          | LAYOUT ENLARGEMENT PLAN                  |
| C1.12           | LAYOUT PLAN                              |
| C1.13           | LAYOUT PLAN                              |
| C1.14           | LAYOUT PLAN                              |
| C1.15           | COORDINATE POINT SHEET                   |
| C1.50           | OVERALL MATERIAL PLAN KEY                |
| C1.51           | MATERIAL PLAN                            |
| C1.51A          | MATERIAL ENLARGEMENT PLAN                |
| C1.52           | MATERIAL PLAN                            |
| C1.52A          | MATERIAL ENLARGEMENT PLAN                |
| C1.52B          | MATERIAL ENLARGEMENT PLAN                |
| C1.53           | MATERIAL PLAN                            |
| C1.53A          | MATERIAL ENLARGEMENT PLAN                |
| C1.54           | MATERIAL PLAN                            |
| C1.54A          | MATERIAL ENLARGEMENT PLAN                |
| C1.55           | MATERIAL PLAN                            |
| C1.55A          | MATERIAL ENLARGEMENT PLAN                |
| C1.55A          | MATERIAL PLAN                            |
| C1.56A          | MATERIAL FLAN  MATERIAL ENLARGEMENT PLAN |
| C1.50A          | MATERIAL PLAN                            |
| C1.57           | MATERIAL PLAN                            |
|                 |  |
| C1.59           | MATERIAL PLAN                            |
| C1.60           | MATERIAL PLAN                            |
| C1.61           | MATERIAL PLAN                            |
| C1.61A          | MATERIAL ENLARGEMENT PLAN                |
| C1.62           | MATERIAL PLAN                            |
| C1.63           | MATERIAL PLAN                            |
| C1.64           | MATERIAL PLAN                            |
| C2.00           | GRADING AND DRAINAGE KEY                 |
| C2.01           | GRADING PLAN                             |
| C2.01A          | DRAINAGE PLAN                            |
| C2.02           | GRADING PLAN                             |
| C2.02A          | DRAINAGE PLAN                            |
| C2.02B          | DRAINAGE PLAN                            |
| C2.03           | GRADING PLAN                             |
| C2.03A          | DRAINAGE PLAN                            |
| C2.04           | GRADING PLAN                             |
| C2.04A          | DRAINAGE PLAN                            |
| C2.05           | GRADINGPLAN                              |
| C2.05A          | DRAINAGE PLAN                            |
| C2.06           | GRADING PLAN                             |
| C2.06A          | DRAINAGE PLAN                            |
| C2.07           | GRADING PLAN                             |
| C2.08           | GRADING PLAN                             |
| C2.09           | GRADING PLAN                             |
| C2.10           | GRADING PLAN                             |
| C2.10           | GRADING PLAN                             |
| C2.11<br>C2.11A | GRADING PLAN GRADING ENLARGEMENT PLAN    |
| C2.11A<br>C2.12 | GRADING ENLARGEMENT PLAN                 |
|                 |  |
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|-----------------------------------|---|----------------|--|
| TECHNICAL SPECIFICATIONS          |   | March 22, 2023 |  |
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ARCHITECTURAL CONCRETE MASONRY CONCRETE UNIT MASONRY

CONCRETE UNIT MASONRY

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SKATEPARK CLOSED-CIRCUIT TELEVISION

<del>A1</del> B1

### "EXHIBIT I" ADDITIONAL PAYMENT TERMS

- A. <u>Defined Terms</u>. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
  - (i) "Substantial Completion" means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
  - (ii) "Minor Item" means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
  - (iii) "Permitted Incomplete Work" means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.
  - (iv) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- В. Payment for Work Completed and Costs Incurred. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the County that the Work was actually performed, and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the County (which approval shall be given at the sole discretion of the County), such materials and equipment suitably stored, insured, and protected off site at a location approved by the County in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted, and payments shall be made, on a monthly basis and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (and a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

C. <u>Evaluation of Payment Requests</u>. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due or notify the Contractor and County in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. <u>Final Payment and Retainage</u>. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. Retainage of five percent (5%) shall be withheld from each progress payment. At the discretion of the County, and with the approval of Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes its work.

At Substantial Completion of the Work, provided the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until

such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

To the extent allowed by law, retainage may be used to satisfy any liquidated damages obligations of the Contractor, to correct work of the Contractor, and to complete work not completed by Contractor.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work, including any warranty work as the Contractor in its reasonable discretion may require including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied, as shown in "Exhibit F", attached to this Agreement, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in

writing and identified by that payee as unsettled at the time of final application for payment.

To the extent that any provision of this Section D of this Exhibit F conflicts with any provision of O.C.G.A. § 13-10-80, then the provision of O.C.G.A. § 13-10-80 shall prevail.

## "EXHIBIT J" KEY PERSONNEL

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u> <u>Position</u>

| Mike Iezzi    | Project Executive      |  |  |  |  |
|---------------|------------------------|--|--|--|--|
| Marco Donjuan | Sr. Project Manager    |  |  |  |  |
| Jay McClellan | General Superintendent |  |  |  |  |
|               |                        |  |  |  |  |
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#### "EXHIBIT K"

- A. <u>Communications</u>. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the County and the Contractor shall endeavor to communicate with each other through the Contract Administrator about matters arising out of or relating to the Agreement. The Contract Administrator's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
- B. <u>Submittals</u>. The Contract Administrator will review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- C. Contractor Responsibilities Unchanged. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY HIRED BY THE COUNTY. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND ANY OTHER PARTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY.

# "EXHIBIT L" [GENERAL CONDITIONS -]

### "EXHIBIT M" SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "The Walton County Construction Services Agreement, Sections 1 through 13. Where any Section of the Construction Services Agreement is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Paragraph, Subparagraph or Clause shall remain in effect:

#### **SECTION 1 - CONTRACT DOCUMENTS**

<u>Section 1. B</u> Add the following:

The Contract Documents shall include the Advertisement, Instructions to Bidders and the Proposal.

Section 1. H Add the following:

Electronic Copies of the documents for the Project will be furnished to the Contractor for construction, free of charge. The cost of reproduction should be included in your Bid Price.

#### SECTION 5 - COMPENSATION; TIME and method OF PAYMENT

#### <u>Section 5. B., "Exhibit I", B. Add the following:</u>

<u>A schedule of values</u> shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G702A, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTINUATION SHEET." All amounts shown in the Schedule of Values shall be rounded to the nearest whole dollar.

<u>Site Grading and Drainage, Plumbing, Mechanical, Sprinkler and Electrical</u> subcontractors shall provide Schedule of Value breakdowns (all components of work/materials) on a separate backup sheet.

<u>All Application and Certification for Payment</u> forms **shall be notarized** prior to delivery to Contract Administrator for review." "The Contractor shall submit with each payment request all Superintendent's daily logs and rain logs for the month of the payment request". "Contractors and subcontractors shall submit Waiver of Lien documents with each payment request". See Waiver of Lien forms at the end of this Section.

<u>Add the following</u>: All applications for payment <u>shall be notarized</u> by the General Contractor submitting the application. All amounts in Pay Applications shall be rounded to the nearest whole dollar.

<u>The initial application for payment</u> will not be approved until the progress schedule and schedule of values have been received and approved by the Architect.

<u>Initial Payment Application</u>: Actions and submittals which must precede submittal of contractor's first payment application:

Listing of Subcontractors and Principal Suppliers and Fabricators.

Schedule of values.

Cash Flow Projection

Progress schedule.

Schedule of submittals.

Listing of Contractor's staff assignments and principal consultants with 24-hour telephone numbers.

#### **SECTION 6 - CHANGE ORDERS**

#### Section 6. F Add the following:

In making proposals for consideration of Change Orders, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule:

To the Contractor for Work which he performs with his own forces not to exceed fifteen percent (15%) of his net additional cost.

To a Subcontractor for Work which he performs with his own forces not to exceed twenty percent (15%) of his net additional cost.

To the Contractor for Work which is performed by a Subcontractor not to exceed seven and one-half percent (7½%) of the amount due the Subcontractor.

Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

[NOTE: Review in comparison with 6.F-to make sure the full intent on these points are expressed]]

SECTION 7 - COVENANTS OF THE CONTRACTOR

SECTION 1 - Contract Documents

Section 7. B. Meetings:

Exhibit N

Add the following:

Add the following:

Prior to work starting, a **Pre-Construction Conference** shall be held including the Owner, Architect, General Contractor's project manager and job superintendent, electrical subcontractor, plumbing sub-contractor and HVAC sub-contractor. For the pre-construction conference, the contractor shall have the following items submitted to the Owner:

List of contractor's project manager and job superintendent with 24-hour telephone numbers (3 copies).

List of major sub-contractors with contact person(s) and 24 hours telephone numbers (3 copies).

All payment and performance bonds along with current rating letter (1 original and 2 copies).

The Owner/Contractor agreement prepared for Owner's Signature (original and 2 copies).

The Critical Path Method Time Scaled (CPM) schedules (3 copies).

Certificates of Insurance (1 original and 2 copies).

When requested by the Owner or Architect during the entire construction time of the project, **monthly**, the Contractor and certain sub-contractors shall attend progress and coordination meetings held in the Owner's offices in Covington, Georgia. Persons who shall attend are:

Contractor's Superintendent

Contractor's Project Manager or Principal of the Contractor.

Any Sub-contractor requested to attend by Owner or Architect.

Representative of the Owner.

Representative of the Architect.

### SECTION 1 - Contract Documents Exhibit N

#### Add the following:

Reeves Young commits to work with Lose Design in the development and acceptance of a Conformed Set. This Conformed Set will address any and all Value Management modifications to current Plans and Specifications as indicated in Exhibit N. This Conformed Set will in turn become the Contract Documents from which the facilities and infrastructure is to be built from.

SECTION 4 - Contract Term
Section A - Contract Time

#### Add the following:

Reeves Young is targeting an 18 month (550 day) duration for the project. The contractual duration will remain at 24 months (730 days) with the understanding that Reeves Young will target an earlier completion date of 18 months.

Refer to the Project Manual Section 000004 Supplementary Conditions for additional requirements.

End of Section SC

#### "EXHIBIT N"

### **VALUE MANAGEMENT REPORT**

PROJECT: Walton County Park - The Grove

| STATUS LEGEND |   |  |  |  |  |  |  |
|---------------|---|--|--|--|--|--|--|
| PA            | PENDING ADD   |  |  |  |  |  |  |
| PD            | PENDING DEDUCT  |  |  |  |  |  |  |
| Α             | ACCEPTED  |  |  |  |  |  |  |
| R             | REJECTED  |  |  |  |  |  |  |
| С             | CLOSED - ITEM NO LONGER APPLICABLE TO CURRENT PROJECT SCOPE |  |  |  |  |  |  |
| 1             | INCORPORATED INTO CURRENT DRAWINGS                          |  |  |  |  |  |  |

|   | EXECUTIVE SUMMARY     |
|---|-----------------------|
| Starting Estimate (WCP-01 - 2023-05-09) | \$<br>51,899,000.00   |
| Accepted Value Management               | \$<br>(11,717,269.00) |
|   |                       |
| <b>Current Estimate Amount</b>          | \$<br>40,181,731.00   |
|   |                       |
| Target Budget                           | \$<br>42,000,000.00   |
| Variance to Overcome                    | \$<br>(1,818,269.00)  |
|   |                       |

| #  | ITEM | ITEM DESCRIPTION   | TOTAL             |     | ACCEPTED       | STATUS | NOTES |
|----|------|--|-------------------|-----|----------------|--------|-------|
|    |      | PROGRAM  |                   |     |                |        |       |
| 26 | RY15 | Delete Dog Park  | \$ (269,733.00)   | •   | (269,733.00)   | A      |       |
| 31 | RY20 | Delete Splash Pad Complex  | \$ (3,491,529.00) | 7.0 | (3,491,529.00) | A      |       |
| 31 | RY20 | Delete Youth Complex   | \$ (2,716,482.00) | ,   | (2,716,482.00) | A      |       |
| 33 |      | ARCHITECTURAL  |                   |     |                |        |       |
| 55 | A22  | Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building A            | \$ (2,187.00)     |     | (2,187.00)     | A      |       |
| 56 | A23  | Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building B            | \$ (4,882.00)     | ,   | (4,882.00)     | A      |       |
| 57 | A24  | Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building C            | \$ (2,996.00)     | ,   | (2,996.00)     | А      |       |
| 58 | A25  | Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building E            | \$ (2,996.00)     |     | (2,996.00)     | A      |       |
| 59 | A26  | Remove Heavy Timber entry canopy at Building L and replace with a standard prefab aluminum canopy            | \$ (68,988.00)    | ,   | (68,988.00)    | A      |       |
| 60 | A27  | Delete clerestory at Building L  | \$ (16,580.00)    | ,   | (16,580.00)    | A      |       |
| 61 | A28  | Delete decorative trusses at Building L  | \$ (10,266.00)    |     | (10,266.00)    | Α      |       |
| 94 |      | STRUCTURAL   |                   |     |                |        |       |
| 95 | S1   | Utilize a PEMB at Building E in lieu of Designed Structure   | \$ (10,486.00)    |     | (10,486.00)    | Α      |       |
| 96 | S2   | Utilize a PEMB at Building F in lieu of Designed Structure   | \$ (81,451.00)    |     | (81,451.00)    | Α      |       |
| 97 | S3   | Utilize a PEMB at Building L in lieu of Designed Structure   | \$ (213,060.00)   | ,   | (213,060.00)   | Α      |       |
| 66 |      | CIVIL/HARDSCAPE/LANDSCAPE  |                   |     |                |        |       |
| 67 | C1   | Reduce asphalt trail loop behind the amphitheater  | \$ (67,378.00)    | 9   | (67,378.00)    | Α      |       |
| 68 | C2   | Replace concrete and asphalt paving at the maintenance facility with gravel                                  | \$ (44,655.00)    |     | (44,655.00)    | Α      |       |
| 69 | C3   | Utilize Shaw Momentum 1.75 at brown areas in lieu of TruHop 1.65 at the softball fields                      | \$ (87,630.00)    | ,   | (87,630.00)    | A      |       |
| 70 | C4   | Utilize Shaw GEOFill Topper in lieu of Shaw Hydro Chill Topper for the cooling topper at the softball fields | \$ (201,511.00)   | ;   | (201,511.00)   | А      |       |
| 71 | C5   | Utilize Shaw NXTPlay Pad in lieu of Schmitz ProPlay-Sport 20 underlayment pad at the softball fields         | \$ (117,409.00)   |     | (117,409.00)   | А      |       |
| 73 | C7   | Remove one (1) batting cage and all amenities from the softball complex                                      | \$ (102,743.00)   | ,   | . , , ,        | Α      |       |
| 74 | C8   | Remove Knee wall backstop at the softball fields   | \$ (47,140.00)    |     | (47,140.00)    | A      |       |

| 79   |     |     | Ta   |       | (00 (00 00)  | -  | (00 (00 00)  | _ |   | 1 |
|--|-----|-----|--|-------|--------------|----|--------------|---|---|---|
| 10   |     |     | 0 0  | \$    | · · /        | _  | , , ,        |   |   |   |
| Color   Deleted downspout boots and underground poing at Building A   \$ (2.286.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (4.800.00)   \$ (6.810.00)   \$ (8.810. |     |     | 0 0 7  | -     | ` '          |    | , , ,        |   |   |   |
| 1.00   |     |     |  |       |              |    |              |   |   |   |
| 14   |     |     | 1 11 5 5   |       | · · /        | _  |              |   |   |   |
| 15   | 83  | C17 | Delete downspout boots and underground piping at Building B  | \$    | (4,900.00)   |    | (4,900.00)   |   | Α |   |
| 186  |     |     | Delete downspout boots and underground piping at Building C  |       | (16,170.00)  | _  | (16,170.00)  |   | Α |   |
| 187  | 85  | C19 | Delete downspout boots and underground piping at Building E  | \$    | (5,810.00)   | \$ | (5,810.00)   |   | Α |   |
| Section   Commonwealth   Section   | 86  | C20 | Delete downspout boots and underground piping at Building F  | \$    | (12,145.00)  | \$ | (12,145.00)  |   | Α |   |
| C23   Delete downspout boots and underground piping at Building K   \$ (2.310.00)   \$ (2.310.00)   \$ A   | 87  | C21 | Delete downspout boots and underground piping at Building G  | \$    | (16,695.00)  | \$ | (16,695.00)  |   | Α |   |
| 10   | 88  | C22 | Delete downspout boots and underground piping at Building J  | \$    | (13,825.00)  | \$ | (13,825.00)  |   | A |   |
| 10   | 89  | C23 | Delete downspout boots and underground piping at Building K  | \$    | (2,310.00)   | \$ | (2,310.00)   |   | A |   |
| 10   | 90  | C24 | Delete downspout boots and underground piping at Building L  | \$    | (19,180.00)  | \$ | (19,180.00)  |   | A |   |
| C27   Reduce concrete sidewalk sizing at the Splashpad by 25% (+/- 496 SF)   \$ (4,218.00)   \$ (4,218.00)   A   | 91  | C25 |  | \$    | (99,838.00)  | \$ | (99,838.00)  |   | A |   |
| C27   Reduce concrete sidewalk sizing at the Splashpad by 25% (+/- 496 SF)   \$ (4,218.00)   \$ (4,218.00)   A   | 92  | C26 | Reduce concrete sidewalk sizing at the Playground by 25% (+/- 2,013 SF)  | \$    | (17,385.00)  | \$ | (17,385.00)  |   | A |   |
| C28   Reduce concrete sidewalk sizing at the Community Center by 25% (+/- 2,026 SF)   \$ (17,765.00)   \$ (17,765.00)   \$ (17,765.00)   \$ (29 Reduce concrete sidewalk sizing at the Softball Complex by 10% (+/- 2,036 SF)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (31,869.00)   \$ (30,769.00)                  | 93  | C27 | Reduce concrete sidewalk sizing at the Splashpad by 25% (+/- 496 SF)   | \$    |              |    | (4.218.00)   |   | A |   |
| Section   Sect   |     |     |  |       | ,            |    |              |   |   |   |
| 96   C30   Reduce concrete sidewalk sizing at the Trail Network by 25% (+/- 8,547 SF)   \$ (77,976.00)   \$ (9778.00)   A     99   C33   Utilize alternate water line material - 2 Pt/C in lieu if 2 1/2° Copper   \$ (9,078.00)   \$ (9,078.00)   A     100   C34   Utilize alternate water line material - 2 Pt/C in lieu if 2 1/2° Copper   \$ (22,603.00)   \$ (22,603.00)   A     101   C35   Utilize alternate water line material - 1° Pt/C in lieu if 2 1/2° Copper   \$ (10,179.00)   \$ (10,179.00)   A     104   C38   Utilize alternate water line material - 1° Pt/C in lieu if 2 100 Pt/C in lieu if 2 10 Pt/C in li   | 94  | C28 | Reduce concrete sidewalk sizing at the Community Center by 25% (+/- 2,026 SF)  | \$    | (17,765.00)  | \$ | (17,765.00)  |   | A |   |
| 99   C33   Utilize alternate water line material - 2 1/2" PVC in lieu if 2 1/2" Copper   \$ (9,078.00)   \$ (9,078.00)   A   | 95  | C29 | Reduce concrete sidewalk sizing at the Softball Complex by 10% (+/- 3,836 SF)  | \$    | (31,869.00)  | \$ | (31,869.00)  |   | A |   |
| 100   C34  | 96  | C30 | Reduce concrete sidewalk sizing at the Trail Network by 25% (+/- 8,547 SF)   | \$    | (77,976.00)  | \$ | (77,976.00)  |   | A |   |
| 101   C35   Utilize alternate water line material - 1" PVC in lieu if 1" Copper   \$ (10,179.00)   \$ (10,179.00)   A  | 99  | C33 | Utilize alternate water line material - 2 1/2" PVC in lieu if 2 1/2" Copper  | \$    | (9,078.00)   | \$ | (9,078.00)   |   | A |   |
| 101   C35   Utilize alternate water line material - 1" PVC in lieu if 1" Copper   \$ (10,179.00)   \$ (10,179.00)   A  | 100 | C34 | Utilize alternate water line material - 2" PVC in lieu if 2" Copper  | \$    | (22,603.00)  | \$ | (22,603.00)  |   | A |   |
| Utilize light duty paving detail at parking spaces (+/- 13,500 SY) - 2" of 19mm   S (95,131.00)   S (95,131.00)   A  | 101 | C35 | ,,   | \$    | (10,179.00)  | \$ | (10,179.00)  |   | A |   |
| 105   C39   Utilize heavy duty asphalt paving at amphitheater truck loop in lieu of concrete paving paving   | 404 | 000 |  |       | ,            | _  |              |   |   |   |
| 106  | 104 | C38 | Binder, 1" of 9.5mm Surface course   | \$    | (95,131.00)  | \$ | (95,131.00)  |   | А |   |
| Desiring   Desiration   | 105 | C30 | Utilize heavy duty asphalt paving at amphitheater truck loop in lieu of concrete   | ¢     | (101 124 00) | 4  | (101 124 00) |   | Δ |   |
| 107  |     |     |  |       | , ,          |    | , ,          |   |   |   |
| 108  | 106 | C40 | Utilize standard concrete in lieu of stamped at the the Large Pavilion   | \$    | (48,460.00)  | \$ |              |   | Α |   |
| 109   C43   Utilize chain link fencing in lieu of ornamental fencing at the Splashpad   \$ (14,370.00)   \$ (14,370.00)   A  |     |     |  |       |              |    |              |   |   |   |
| Remove irrigation booster pumps from base bid (to be a part of the dedicated allowance)   \$ (78,587.00)   \$           |     | C42 | Utilize chain link fencing in lieu of ornamental fencing at the Playground   | \$    | (17,300.00)  | \$ | (17,300.00)  |   | Α |   |
| 110  | 109 | C43 |  | \$    | (14,370.00)  | \$ | (14,370.00)  |   | Α |   |
| 111  | 110 | C44 |  | \$    | (78 587 00)  | \$ | (78 587 00)  |   | Δ |   |
| 112   C46   Reduction in Storm System   \$ (817,532.00)   \$ (817,532.00)   A     113   C47   Remove grading and stabilization of the Walnut Grove Connector from scope of work   \$ (50,000.00)   \$ (50,000.00)   A     117   C51   Landscaping Target Reduction   \$ (207,850.00)   \$ (207,850.00)   A     118   C52   Site Electrical Infrastructure/Lighting & Controls Reduction   \$ (237,900.00)   \$ (237,900.00)   A     119   C53   Delete Well Water allowance for Irrigation and tie irrigation into Waterline   \$ (400,000.00)   \$ (400,000.00)   A     120   C54   Add Irrigation to all sodded areas   \$ 250,000.00   \$ 250,000.00   A     121   C55   Add Athletic Lighting   \$ 1,265,000.00   \$ 1,265,000.00   A     122   C56   Reduce Rock and Unsuitable Soils Unit Price Quantities   \$ (615,350.00)   \$ (615,350.00)   A     123   C57   Delete Water Service Connections Fees Allowance   \$ (75,000.00)   \$ (75,000.00)   A     124   C58   Additional Preconstruction/Buyout Savings Reduction   \$ (1,175,585.00)   \$ (1,175,585.00)   A     125   C59   Additional CCTV Funds   \$ 162,500.00   \$ 100,000.00   A     126   C60   Additional Low Voltage / AV Funds   \$ 100,000.00   \$ 295,000.00   A     127   C61   Add Six Pickle Ball Courts including fencing and lights   \$ 295,000.00   \$ 295,000.00   A   |     |     |  | , i   | ` ' '        |    |              |   |   |   |
| Remove grading and stabilization of the Walnut Grove Connector from scope of work   \$ (50,000.00)   \$ (50,000.00)   \$ (50,000.00)   \$ (10,00          |     |     |  | _     |              | _  |              |   |   |   |
| 113  | 112 | C46 | ,  | \$    | (817,532.00) | \$ | (817,532.00) |   | A |   |
| 117   C51  | 113 | C47 | · ·  | \$    | (50.000.00)  | \$ | (50.000.00)  |   | Α |   |
| 118         C52         Site Electrical Infrastructure/Lighting & Controls Reduction         \$ (237,900.00)         \$ (237,900.00)         A           119         C53         Delete Well Water allowance for Irrigation and tie irrigation into Waterline         \$ (400,000.00)         \$ (400,000.00)         A           120         C54         Add Irrigation to all sodded areas         \$ 250,000.00         \$ 250,000.00         A           121         C55         Add Athletic Lighting         \$ 1,265,000.00         \$ 1,265,000.00         A           122         C56         Reduce Rock and Unsuitable Soils Unit Price Quantities         \$ (615,350.00)         \$ (615,350.00)         A           123         C57         Delete Water Service Connections Fees Allowance         \$ (75,000.00)         \$ (75,000.00)         A           124         C58         Additional Preconstruction/Buyout Savings Reduction         \$ (1,175,585.00)         \$ (1,175,585.00)         A           125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A </td <td></td> <td></td> <td></td> <td>·</td> <td></td> <td></td> <td>, , ,</td> <td></td> <td></td> <td></td>   |     |     |  | ·     |              |    | , , ,        |   |   |   |
| 119         C53         Delete Well Water allowance for Irrigation and tie irrigation into Waterline         \$ (400,000.00)         \$ (400,000.00)         A           120         C54         Add Irrigation to all sodded areas         \$ 250,000.00         \$ 250,000.00         A           121         C55         Add Athletic Lighting         \$ 1,265,000.00         \$ 1,265,000.00         A           122         C56         Reduce Rock and Unsuitable Soils Unit Price Quantities         \$ (615,350.00)         \$ (615,350.00)         A           123         C57         Delete Water Service Connections Fees Allowance         \$ (75,000.00)         \$ (75,000.00)         A           124         C58         Additional Preconstruction/Buyout Savings Reduction         \$ (1,175,585.00)         \$ (1,175,585.00)         A           125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A   |     |     |  |       | ` ' /        | _  | · · · /      |   |   |   |
| 120       C54       Add Irrigation to all sodded areas       \$ 250,000.00       \$ 250,000.00       A         121       C55       Add Athletic Lighting       \$ 1,265,000.00       \$ 1,265,000.00       A         122       C56       Reduce Rock and Unsuitable Soils Unit Price Quantities       \$ (615,350.00)       \$ (615,350.00)       A         123       C57       Delete Water Service Connections Fees Allowance       \$ (75,000.00)       \$ (75,000.00)       A         124       C58       Additional Preconstruction/Buyout Savings Reduction       \$ (1,175,585.00)       \$ (1,175,585.00)       A         125       C59       Additional CCTV Funds       \$ 162,500.00       \$ 162,500.00       A         126       C60       Additional Low Voltage / AV Funds       \$ 100,000.00       \$ 100,000.00       A         127       C61       Add Six Pickle Ball Courts including fencing and lights       \$ 295,000.00       \$ 295,000.00       A  |     |     | 5 5  |       | ` ' '        | _  | · · · /      |   |   |   |
| 121       C55       Add Athletic Lighting       \$ 1,265,000.00       \$ 1,265,000.00       A         122       C56       Reduce Rock and Unsuitable Soils Unit Price Quantities       \$ (615,350.00)       \$ (615,350.00)       A         123       C57       Delete Water Service Connections Fees Allowance       \$ (75,000.00)       \$ (75,000.00)       A         124       C58       Additional Preconstruction/Buyout Savings Reduction       \$ (1,175,585.00)       \$ (1,175,585.00)       A         125       C59       Additional CCTV Funds       \$ 162,500.00       \$ 162,500.00       A         126       C60       Additional Low Voltage / AV Funds       \$ 100,000.00       \$ 100,000.00       A         127       C61       Add Six Pickle Ball Courts including fencing and lights       \$ 295,000.00       \$ 295,000.00       A   |     |     |  |       |              | _  |              |   |   |   |
| 122         C56         Reduce Rock and Unsuitable Soils Unit Price Quantities         \$ (615,350.00)         \$ (615,350.00)         A           123         C57         Delete Water Service Connections Fees Allowance         \$ (75,000.00)         \$ (75,000.00)         A           124         C58         Additional Preconstruction/Buyout Savings Reduction         \$ (1,175,585.00)         \$ (1,175,585.00)         A           125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A   |     |     | , and the second |       |              | _  |              |   |   |   |
| 123         C57         Delete Water Service Connections Fees Allowance         \$ (75,000.00)         \$ (75,000.00)         A           124         C58         Additional Preconstruction/Buyout Savings Reduction         \$ (1,175,585.00)         \$ (1,175,585.00)         A           125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A  |     |     | 0 0  |       |              |    |              |   |   |   |
| 124         C58         Additional Preconstruction/Buyout Savings Reduction         \$ (1,175,585.00)         \$ (1,175,585.00)         A           125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A  |     |     |  |       |              |    |              |   |   |   |
| 125         C59         Additional CCTV Funds         \$ 162,500.00         \$ 162,500.00         A           126         C60         Additional Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A  |     |     |  | -     | ` ' /        |    | , , ,        |   |   |   |
| 126         C60         Additoinal Low Voltage / AV Funds         \$ 100,000.00         \$ 100,000.00         A           127         C61         Add Six Pickle Ball Courts including fencing and lights         \$ 295,000.00         \$ 295,000.00         A  |     |     | , ,  | \$ (1 |              | \$ | ` ' '        |   |   |   |
| 127 C61 Add Six Pickle Ball Courts including fencing and lights \$ 295,000.00 \$ 295,000.00 A  |     |     |  |       |              |    |              |   |   |   |
|  | 126 | C60 | Additoinal Low Voltage / AV Funds  | \$    | 100,000.00   | \$ | 100,000.00   |   | Α |   |
| 129   C63   Soil Cement in lieu of GAB   \$ (258,974.00)   \$ (258,974.00)   A   | 127 | C61 | Add Six Pickle Ball Courts including fencing and lights  | \$    | 295,000.00   | \$ | 295,000.00   |   | Α |   |
|  | 129 | C63 | Soil Cement in lieu of GAB   | \$    | (258,974.00) | \$ | (258,974.00) |   | Α |   |

| 130 | C64 | Walton County Run Main Water Line (+/- 3,115 LF), Branch Lines by RY | \$<br>(408,065.00) | \$<br>(408,065.00) | A |  |
|-----|-----|--|--------------------|--------------------|---|--|
| 131 | C65 | Utilize MUSCO site lighting in lieu of Sesco                         | \$<br>(228,576.00) | \$<br>(228,576.00) | A |  |
| 132 | C66 | Site Lighting - Provide 480V with step transformer                   | \$<br>(185,750.00) | \$<br>(185,750.00) | A |  |
| 133 | C67 | Large Wood Pavillion to Pre-Manufacturered Steel Pavillion           | \$<br>(26,225.00)  | \$<br>(26,225.00)  | A |  |
| 134 | C68 | Walton EMC Provide Site Lighting including transformers and wiring   | \$<br>(380,575.00) | \$<br>(380,575.00) | A |  |

TOTAL ACCEPTED \$ (11,717,269.00)