



**WALKER COUNTY GOVERNMENT
REQUEST FOR PROPOSAL
Walker County Courthouse Exterior Restoration
Date: April 17, 2024**

Walker County Government (herein referred to as "WCG") hereby requests proposals (Proposal) from companies (Contractor) to provide exterior restoration to the Walker County Courthouse (Courthouse). The restoration includes, but is not limited to, a) exterior building restoration, b) tuck pointing, c) pedestrian traffic coating, d) overhead spall repairs, e) retaining wall repair, f) bridge angles g) construction of ADA ramp, and h) main entrance front steps repair. The Courthouse is located at 103 S. Duke Street in LaFayette, Georgia.

Hours of Operation

The Courthouse is open to the public Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. In addition to access during regular business hours, the Contractor will have "after hours" access to the Courthouse exterior for the purposes of this contract, excluding 8:00 a.m. to noon on Sundays.

Holiday Schedule

WCG establishes a yearly holiday schedule in October of each preceding year. Please use **Table 1** as a guide to the pertinent holidays during the contract period:

TABLE 1	
HOLIDAY	CLOSED DATE
Memorial Day	May 27
Independence Day	July 4
Labor Day	September 2
Veterans Day	November 11
Thanksgiving	November 28
Day after Thanksgiving	November 29
Christmas Eve	December 24
Christmas Day	December 25

1.0 SCOPE OF SERVICES

- A. WCG desires a Contractor that can provide exterior restoration to the Walker County Courthouse. The project must be completed by **December 31, 2024.**
- B. The contract may contain a provision providing for defaults in the service of the contract. A thirty-day (30-day) notice will be given to cure all defaults in the service of the contract or an option of termination will be used.
- C. Due to the proposed contract length, the Proposals should not include an annual adjustment for inflation based on an established (Consumer Price Index) or other such adjustment.
- D. Contractor and any of their subcontractors must comply with all rules and regulations established by local, state and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- E. WCG reserves the right to close the Courthouse during extreme adverse weather conditions or emergency situations.
- F. Contractor shall designate a contact person or persons and provide telephone number(s) where the designated contact(s) can be reached at all times, including holidays and weekends. The designated contact(s) must have the capability and authority to review the weekly progress, to provide extra trailers on busy waste days, and to resolve or report any type of complaint. All communications must be conducted with courtesy and respect.
- G. Contractor must be equipped and ready to initiate the Courthouse restoration activities upon execution of the contract with WCG.

2.0 SELECTION PROCESS

2.1. EVALUATION

- A. WCG personnel will have the central responsibility for reviewing and evaluating all Proposals submitted in response to this document. WCG, in its sole discretion, may utilize outside personnel and expertise to review the Proposals or contract and make recommendations.
- B. A Proposal may be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature. WCG reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, or deemed to be in the best interest of Walker County residents. All Proposals become the property of WCG and will not be returned.
- C. In evaluating Proposals, WCG will consider the qualifications and experience of the contractors. In addition, WCG will consider whether or not the Proposals comply with the prescribed Proposal requirements and such data as may be requested.
- D. WCG may conduct such investigations as necessary to establish the responsibility, qualifications and



financial ability of the Contractor, or any proposed subcontractors, to perform the work in accordance with the contract documents.

2.2 FACTORS OF EVALUATION

A. The following criteria will be used to evaluate the Proposals:

- a. Completeness of information requested: 5%
- a. Contract terms and conditions: 5%
- a. Project approach: 10%
- b. References and reputation of Contractor: 15%
- c. Quality and capability of organization: 25%
- d. Cost: 40%

3.0 FINAL AWARD

A. The Contract will be awarded to the lowest responsible and responsive proponent whose proposal meets the requirements and criteria set forth herein. The Contractor to whom the award is made will be notified at the earliest possible date. WCG reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in its interest.

4.0 INFORMATION FOR PROPONENTS:

A. Please complete and submit it to:

Walker County Government
101 S. Duke Street
P.O. Box 445
LaFayette, GA 30728
Attn: County Clerk / Courthouse Restoration Project

Only inquiries received in writing will receive a response. All such written inquiries must be submitted by May 1, 2024 at 10:00 a.m. EDT to j.legge@walkerga.us. Walker County will publish a response to all inquiries on its website at walkercountyga.gov/public-notices on May 6, 2024.

All proposals must be submitted in hard copy, one original and two copies, no later than 2:45 p.m. EDT on Friday, May 17, 2024 at the Walker County Board of Commissioner's office located at 101 South Duke Street, LaFayette, GA 30728. Submittals received after this time and date will not be considered. Proposals will be opened at 3:00 p.m. EDT at the same location listed above.

B. All Proposals shall be sealed. The envelope containing the Proposal will be clearly marked and identified as: "Courthouse Restoration Project."

C. Each proposer must fully execute the Construction Services Agreement herein attached, beginning on Page 6. Please leave date blank on the first page of the Agreement.



D. Each proposer must submit a completed "Contractor's E-Verify Affidavit" with its proposal submittal, attached herein.

E. All blank spaces for proposal prices must be filled in, in ink or typewritten. All computations will be checked; and in the event of a discrepancy, the unit price will govern. All required enclosed certifications must be fully completed and executed when submitted.

F. Contractor's Proposal shall contain the following items ("a" through "f") in the order presented herein. Items "a" through "f" are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base Proposal.

- a. **Letter of Introduction:** The letter of introduction shall briefly describe the services that the Contractor is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.
- b. **Description of Firm:** This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company, if a subsidiary. If any subcontractors are to be used, the same information should be provided for all subcontractors.
- c. **Contractor Qualifications:** This section should provide descriptions of the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. Georgia references are preferred, but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required; location and contact; contract amount; and, any unusual services provided to the customer that may be of interest to WCG. In addition, at least three (3) references should be provided with project name, contact person, phone number, address and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar detail.
- d. **Project Approach:** This section should provide a description of the services offered and the personnel and equipment requirements.
- e. **Contractor's Qualification Statement:** The Contractor shall complete the form provided in **Appendix 1. Appendix 1** shall also be completed for each subcontractor.
- f. **NonCollusion Affidavit of Prime Proponent.** The Contractor shall complete the form provided in **Appendix 2. Appendix 2** shall also be completed for each subcontractor.



CONTRACTOR'S IDENTIFICATION

This form shall be attached to the sealed envelope containing the Proposal. Failure to provide the following information on the sealed envelope will be considered a non-responsive proposal.

PROPONENT:

Company Name: _____

Owner Name: _____

Phone No.: _____

Cell No.: _____

E-Mail: _____

Physical Address: _____

Mailing Address: _____



CONSTRUCTION SERVICES AGREEMENT

Courthouse Exterior Restoration

This Construction Services Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between **WALKER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Walker County Board of Commissioners (“County”) and _____, a _____ with principal office located at _____ (“Contractor”), collectively referred to herein as the “Parties”.

W I T N E S S E T H:

WHEREAS, the County desires to retain a contractor to perform services for the exterior restoration of the Walker County Courthouse 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, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

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. Contractor Cost Estimate and Scope of Work Documents, attached hereto as “**Exhibit A**”;
- B. Insurance Certificate(s), attached hereto as “**Exhibit B**”;
- C. Any required Performance Bond and/or Payment Bond, attached hereto collectively as “**Exhibits C.1 and C.2**”;
- D. Contractor Affidavit, attached hereto as “**Exhibit D**”
- E. Subcontractor Affidavit, attached hereto as “**Exhibit E**”;
- F. Additional Payment/Retainage Requirements, attached hereto as “**Exhibit F**”;
- G. 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.



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.

Section 2. The Work

A general description of the Project is as follows: exterior restoration of the Walker County Courthouse (the “Project”). The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in “**Exhibit A**”, attached hereto and incorporated herein by reference. The Work 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.

Section 3. Contract Term; Contract Administrator

- A. Contract Term.** The term of this Agreement (“Term”) shall commence on the Effective Date and shall be completed by **December 31, 2024** (“Expected Date of Completion”). 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. Every effort shall 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 financial loss if the Work is not completed in accordance with the deadlines specified in Section 3(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Five hundred and 00/100 Dollars (\$500.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.
- C. Expediting Completion.** 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, shall immediately take action to increase the rate of work placement by:
- a. An increase in working forces;
 - b. An increase in equipment or tools;
 - c. An increase in hours of work or number of shifts;
 - d. Expediting delivery of materials; and/or
 - e. 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, as defined below, 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.

E. Contract Administrator. The Contract Administrator of this Agreement shall be: _____.

Section 4. Termination

A. For Convenience. 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. For Cause. 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 7 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. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 3(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.

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. Assumption of Contracts The County reserves the right in 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. Conversion to Termination for Convenience. 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.

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; and (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.

H. Reservations of Rights and Remedies. 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 in law or equity.

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

A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$_____ (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount specified in "**Exhibit A**", 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. Additional Payment Requirements. Additional payment requirements are included as "**Exhibit F**", attached hereto and incorporated herein by reference.

C. Material Deviations. 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.



Section 6. Change Orders

- A. Change Order Defined. 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.
- C. 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. Authority to Execute Change Order. The Chairperson has authority to execute, without further action of the Walker County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than Twenty-Five Thousand Dollars (\$25,000.00), must be approved by resolution of the Walker County Board of Commissioners.
- E. Minor Changes in the Work. 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 effected 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.

Section 7. County Rights; Contractor Default

- A. County Rights Related to the Work.
- a. *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.
 - b. *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. 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 8. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Walker County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will 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. Expertise of Contractor; 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 County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any 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 and



shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

- C. Contractor's Reliance on Submissions by the County. 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.
- D. Contractor's Representative; Meetings. _____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with 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 County.
- E. 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. 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 and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right 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. 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.
- F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. 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. 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 a 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 negligent 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. 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.



- G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the County, as shown on “**Exhibit B**,” attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the County, Contractor shall ensure that its insurer waives all rights of subrogation against the County for losses arising from Contractor’s Work and that the County and its officials, employees or agents are named as additional insureds.

- H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.

- I. Employment of Unauthorized Aliens Prohibited – 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 D and E**”, 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.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “**Exhibit D**”, and submitted such affidavit to County. 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 E**”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. 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. 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.

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.]

- _____ 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.



- J. Confidentiality. 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.
- K. Licenses, Certifications and Permits. 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. 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.
- L. Authority to Contract. The individual executing this Agreement on behalf of 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.
- M. Ownership of Work. All reports, designs, drawings, plans, specifications, 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 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.
- N. 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 9. Final Project Documents; Warranty

Prior to final payment, Contractor shall deliver to County copies of any 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. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the County.

Section 10. Miscellaneous

- A. Complete Agreement. 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. Governing Law. 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 Walker County, Georgia and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. 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. Invalidity of Provisions; Severability. 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. Business License. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. 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 applicable 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, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.).
- 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 _____ for the County and _____, 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:

Walker County Government
 Attn: Commission Chairman
 101 S. Duke Street
 P.O. Box 445
 LaFayette, GA 30728

NOTICE TO CONTRACTOR shall be sent to:



- G. Waiver of Agreement. 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. Survival. 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. Sovereign Immunity. 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. Force Majeure. 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. Headings. 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. No Third Party Rights. 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. Successors and Assigns. 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. Agreement Construction and Interpretation. 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.

CONTRACTOR:

[CORPORATE SEAL]

Attest/Witness:

Signature: _____

Print Name: _____

Title: _____

WALKER COUNTY, GEORGIA

By: Shannon Whitfield, Chairman

[COUNTY SEAL]

Attest:

County Clerk



“EXHIBIT A”

CONTRACTOR’S QUOTE / SCOPE OF WORK

Exterior Building Restoration: _____ \$ _____

- A. Provide all lift or scaffolding require to access work areas
- B. Remove existing failed joint sealants at terracotta joints
- C. Prep joints with mechanical hand tools
- D. Install all necessary backer rods or bond breaker tapes
- E. Furnish and install Dow silicone or high-grade paintable sealant
- F. Pressure wash exterior brick surfaces to remove all contaminants. Also includes pressure washing the concrete sidewalks surrounding the courthouse building to the north, south and west.
- G. Apply water repellent coating
- H. Remove approximately 1,000 sq. ft. of “pink” coating that was applied to the brick
- I. Wrought iron fence repaired and painted
- J. Location under the front stair landing needs to be cleaned, then layered solid with concrete brick units to give a complete shore up of the stair landing. The side is also to be coated with stucco in a color to match the brick wall.

Tuck Pointing: _____ \$ _____

- A. After evaluating the exterior brick veneer, include a budget for tuck pointing based on 30% of the brick surface area
- B. Remove all mortar using hand tools and diamond blade grinders
- C. Match existing mortar and joint tooling as close as possible
- D. Furnish and install new mortar
- E. Mock up included in pricing

Pedestrian Traffic Coating (front entrance concrete stoop / top of stairs): _____ \$ _____

- A. Clean concrete and repair any cracks and spalls
- B. Install Tremco Dymonic 100 joint sealant at all joints, cracks and transitions
- C. Apply two coats of Tremco Epoxy Primer
- D. Apply Tremco Vulkem 350/351 pedestrian traffic coating system with non-slip finish (includes standard colors)

Overhead Spall Repairs (one location – under front landing): _____ \$ _____

- A. At spalled ceiling location, chip away all loose deteriorated concrete at exposed rebar and take to sound concrete
- B. Chip around exposed rebar and grind rebar to clean bright new metal using sand blast or hand tools
- C. Apply Sika Armatex 110 or equal to rebar
- D. Apply Sika VOH per manufacturers written instructions
- E. Patch one location of existing Terracotta using fractured piece that is currently onsite

Retaining Wall Repairs: _____ \$ _____

- A. Clean and reuse existing bricks



- B. Colored mortar to match
- C. New brick to match as close as possible
- D. Cleaning of reworked area
- E. Caulking of one control joint

Brick Angles (repair all brick angles, including, but not limited to the following): \$ _____

- A. Replace metal window angles
- B. Door brick angle, rear of the building, double doors
- C. 3 rear window brick angles, bottom floor
- D. Explain process/method of replacement planned to be used:

ADA Ramp: \$ _____

- A. Following ADA Ramp Improvements spec (ID 653693)

Main Entrance Front Step Repair (stairs and front entry at the top of the stairs): \$ _____

- A. Patch and repair with an epoxy grout
- B. Coat stairs and entry with a non-slip system epoxy



“EXHIBIT B”

CONTRACTOR INSURANCE CERTIFICATES

(place certificates behind this page)



“EXHIBIT C.1”

PERFORMANCE BOND

WALKER COUNTY

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 Walker County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County, 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 _____ (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.

[SIGNATURES TO FOLLOW]



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 attorneys-in-fact, as set forth below.

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)



“EXHIBIT C.2”

PAYMENT BOND

WALKER COUNTY

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 Walker 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 _____ (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, 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.

CONTRACTOR:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____



Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)



“EXHIBIT D”

CONTRACTOR AFFIDAVIT AND AGREEMENT

**STATE OF GEORGIA
COUNTY OF WALKER**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Walker 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 contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Courthouse Improvement Project

Name of Project

Walker County, Georgia

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires: _____



“EXHIBIT E”

SUBCONTRACTOR AFFIDAVIT

**STATE OF GEORGIA
COUNTY OF WALKER**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of Walker 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:

Federal Work Authorization User
Identification Number

Date of Authorization

Name of Subcontractor

Courthouse Improvement Project
Name of Project

Walker County, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____



“EXHIBIT F”

ADDITIONAL PAYMENT TERMS

A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

- a. “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).
- b. “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
- c. “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.
- d. “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. 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 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 (or 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. Evaluation of Payment Requests. 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. Final Payment and Retainage. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. During the Phase 1 portion of the work, the Contractor may through each invoice request payment for the amount or percentage (%) of Phase 1 work completed. No retainage will be held during Phase 1. For the Phase 2 portion of the work, the Contractor through each invoice may request payment of no more than ninety-five percent (95%) of the gross value of the Work completed during the term covered by such invoice. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. At the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within thirty (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.

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, 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 his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the



Contractor; provided, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her 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, (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 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.



APPENDIX 1
QUALIFICATION STATEMENT FOR WALKER COUNTY COURTHOUSE
EXTERIOR RESTORATION
WALKER COUNTY, GEORGIA

Proposal for Walker County Courthouse Exterior Restoration:

Name of Contractor:.....

Years in Business:.....

A. List the following information for any three (3) contracts of this nature that you have completed within the last 3 years or currently hold (to be completed by Contractor and all Subcontractors):

1. Contract:.....

Name, Address & Telephone of Contact: _____

2. Contract:.....

Name, Address & Telephone of Contact: _____,

3. Contract:.....

Name, Address & Telephone of Contact: _____

B. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors): _____

C. Have you ever performed similar work under the direction of a Local Government? If so, list the two (2) most recent entities, giving a name, address, telephone number and the name of the project (to be completed by Contractor and all Subcontractors):

1. Local Government:.....

Name, Address & Telephone of Contact: _____

2. Local Government:.....

Name, Address & Telephone of Contact: _____

B. Comments or Clarifications (attach additional pages if necessary): _____

C. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by WCG in verification of the recitals comprising this statement of Contractor's qualifications.

D. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Legal Name of Contractor: _____
Type of Business (Corporation, Partnership, Individual): _____

State of Incorporation (if applicable): _____
Principal Address of Business: _____

Phone Number:

Names of Corporate Officers, Partners, or Individuals: _____

Authorized Signature: _____

Printed Name Above: _____

Title: _____ Date: _____

Witness (Signature): _____

Printed Name Above: _____

Title: _____ Date: _____

APPENDIX 2
NONCOLLUSION AFFIDAVIT OF PRIME PROPONENT

SCOPE OF WORK: Walker County Courthouse restoration, including a) exterior building restoration, b) tuck pointing, c) pedestrian traffic coating, d) overhead spall repairs, e) retaining wall repair, f) bridge angles g) construction of ADA ramp, and h) main entrance front steps repair.

LOCATION: Walker County, Georgia

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says that:

The party making the foregoing Proposal; that such Proposed Fee is genuine and not collusive; that said Proponent has not colluded, conspired, connived, or agreed, directly or indirectly, with another Proponent or person, to put in a sham Proposal, or that such other person shall refrain from responding to the Request for Proposals, and has not in any manner, directly or indirectly, sought by agreement or collusion, or any communication, or conference, with any person to fix the amount of proposal of affiant or any other Proponent, or to fix any overhead, profit, or cost element of said amount of proposal, or of that of any other Proponent, or to secure an advantage against Walker County Government or any other person interested in the proposed contract; and that all statements contained in said Proposal are true, and further, that such Respondent has not directly or indirectly submitted this Proposal, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Signature of Authorized Officer or Agent

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

Printed Name and Title of Authorized
Officer or Agent

Notary Public

[NOTARY SEAL]

My Commission Expires:
