

**APPENDIX B**

**STANDARD FORM OF**

**FIXED PRICE CONSTRUCTION CONTRACT**

**BETWEEN**

**THE DEKALB COUNTY BOARD OF EDUCATION**

**AND**

---

**[CONTRACTOR]**

**PROJECT:** \_\_\_\_\_  
\_\_\_\_\_

**Project**  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Cost Code:** \_\_\_\_\_

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This FIXED PRICE CONSTRUCTION CONTRACT(the "Contract") is made and entered into by and between THE DEKALB COUNTY BOARD OF EDUCATION (the "Owner") and \_\_\_\_\_ (the "Contractor"). This Contract shall be effective on the date executed by the last party to execute it.

This Contract is for the construction of a project identified as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**

**DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes this instrument, all exhibits hereto, the plans and specifications for the Project identified thereon as such, the Contractor's Bid, Special Conditions and all Addenda issued prior to execution of the Contract, plus the following (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract.

**ARTICLE 2**

**REPRESENTATIONS OF THE CONTRACTOR**

2.1 Generally. In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

2.1.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.

2.1.2 The Contractor has visited, inspected and become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2.1.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and believes them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

**ARTICLE 3**

**CONTRACT CONSTRUCTION**

3.1 Intent and Interpretation. With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

3.1.1 This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with

reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents, but only to the extent that it is inconsistent therewith.

3.1.2 Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.

3.1.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor.

3.1.4 Each of the documents which make up this Contract is complementary and shall be interpreted so that what is called for by one shall be as binding as if called for by all. The Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor acknowledges and represents that it has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

3.1.5 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, interpretation will be based on the following priority:

3.1.5.1 Addenda (if any), with those of later date having precedence over those of earlier date.

3.1.5.2 This Agreement.

3.1.5.3 Supplemental or Special Conditions (if any).

3.1.5.4 Specifications.

3.1.5.5 Plans, with the following priority:

(a) As between figures given on plans and scaled measurements, the figures shall govern.

(b) As between large scale plans and small scale plans, the large scale plans shall govern.

3.1.6 Whenever an item is specified or shown on the plans by detail or reference, it shall be considered typical for other items which are obviously intended to be the same even though not so designated or specifically named but do serve the same function in the building.

3.1.7 Any material specified by reference to the number, symbol, or title of a specific standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date indicated on the specifications, except as limited, or modified in such references. The standards referred to, except as modified in the Contract, shall have full force and effect as though printed in the Contract. The Contractor shall make itself aware of the contents of such standards.

3.2 Ownership. The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

## ARTICLE 4

### **CONTRACTOR'S PERFORMANCE**

4.1 Generally. The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

4.1.1 Construction of the Project.

4.1.2 The furnishing of required surety bonds and insurance.

4.1.3 The provision, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project.

4.1.4 The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon Final Completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

4.1.5 The Contractor shall develop a written site safety plan incorporating the most recent site evacuation plan submitted by the Owner and shall submit such safety plan to the Owner for review and comment. The Contractor shall be solely responsible for site safety.

## ARTICLE 5

### **TIME FOR CONTRACTOR'S PERFORMANCE**

5.1 Time for Performance. The Contractor shall commence the performance of this Contract on the day the Contractor receives a written Notice to Proceed from the Owner, or such later date as may be set forth therein, and shall diligently continue its performance to and until Final Completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before \_\_\_\_\_.

5.2 Liquidated Damages for Delay. The Contractor shall pay the Owner for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion the sum indicated at Exhibit "B" attached hereto and by reference made a part hereof. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.3 Substantial Completion. The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Owner, the Project is at a level of completion in strict compliance with this Contract such that the Owner can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

5.4 Time Is Of The Essence. All limitations of time set forth herein are material and are of the essence of this Contract.

## ARTICLE 6

### **FIXED PRICE AND CONTRACT PAYMENTS**

6.1 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The price set forth in this Paragraph 6.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

6.2 Schedule of Values. Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Owner.

6.3 Payment Procedures. The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Article 6. On or before the \_\_\_\_\_ day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the \_\_\_\_\_ day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Owner.,. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Moreover, any sums approved for stored materials shall be at actual cost and shall not include markup by Subcontractor or Contractor. Actual cost means costs charged by the manufacturer or the distributor for the manufacturer and Payment Request shall include copies of invoices from the manufacturer or the distributor.

Prior to or concurrent with Contractor's second Payment Request, Contractor shall submit to Owner a draft proposed closeout submittal for review and comment by the Owner. If the Owner provide comments, Contractor shall make any required changes to the draft proposed closeout submittal and resubmit to the Owner with Contractor's next Payment Request.

When fifty percent (50%) of the Contract Price, as it may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the Owner, the Owner shall withhold no more retainage. If, after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level.

Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

Thereafter, the Owner shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The Owner shall approve in writing the amount which, in the opinion of the DCSD Owner, is properly owing to the Contractor. The Owner, after the approval of the Georgia Department of Education, shall make payment to the Contractor within thirty (30) days following the Owner's written approval of each Payment Request. The amount of each such payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and

warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the Owner.

6.4 Payments by Contractor. When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the Work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, material man, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

6.5 Refusal to Make Payment. The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to claims made, or likely to be made, against the Owner or its property. In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Paragraph 6.5 the Contractor shall promptly comply with such demand.

6.6 Inspection at Substantial Completion. When Substantial Completion has been achieved, the Contractor shall notify the Owner in writing and shall furnish to the Owner a detailed and quantified punchlist of those matters yet to be finished and proposed cost estimates for each item on the punchlist. The Owner's Representative will thereupon conduct an inspection to confirm that the Work is in fact substantially complete and shall review the Contractor's punchlist for accuracy as to the items on the punchlist and the Contractor's cost estimate for completing each item on the punchlist. Upon its confirmation that the Contractor's Work is substantially complete and approval of the punchlist and cost estimates and upon delivery of the Contractor's punchlist to the Owner and the approval by Owner of the punchlist, the Owner's Representative will so certify to the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims.

6.7 Final Completion. "Final completion" means the completion of all Work required by, and in strict compliance with, the Contract, including start-up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations necessary to operate the Project.

6.8 Final Inspection; Final Approval for Payment. When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner's Representative will perform a final inspection of the Project. If the Owner's Representative confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder including completion of all items on the Contractor's punchlist to the satisfaction of the Owner's Representative, the Owner's Representative will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Prior to being entitled to receive the payment described in the immediately preceding sentence, and as a condition precedent thereto, Contractor shall furnish Owner, in form and manner acceptable to Owner, consent(s) of surety to release retainage, together with an original power of attorney with current certificate attached thereto.

6.9 Time for Final Completion; Liquidated Damages for Delay in Final Completion. If the Contractor fails to achieve final completion within 30 days of the date of Substantial Completion, the Contractor shall pay the Owner one-tenth (1/10) of the sum indicated at Exhibit "B" per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

6.10 Conditions Precedent to Final Payment. Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any:

6.10.1 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied.

6.10.2 If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property.

6.10.3 Consent(s) of Surety to final payment.

6.10.4 All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout.

6.11 Final Payment. The Owner shall, subject to its rights set forth in Paragraph 6.5 above, make final payment of all sums due the Contractor within ten (10) days of the approval by the Georgia Department of Education of the Owner's Representative execution of a final Approval for Payment.

## **ARTICLE 7**

### **INFORMATION AND MATERIAL SUPPLIED BY THE OWNER**

7.1 Generally. If requested by the Contractor, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material, if any, is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, if any, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

7.2 Easements. The Owner shall obtain all required easements, and the like but not the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor.

7.3 Owner's Representative. Owner shall retain an independent third-party consultant as its Owner's Representative to review and approve Contractor's Work, including the furnishing of the final Approval for Payment. Owner shall identify the Owner's Representative to Contractor within ten (10) day of the date that Owner retains Owner's Representative. Owner's Representative shall act as Owner's agent for the Project, shall approve or otherwise respond as necessary concerning shop drawings or

other submittals from Contractor, be authorized to refuse to accept Work which is defective or otherwise fails to comply with the requirements of this Contract, and shall be authorized to require the Contractor to make changes which do not involve a change in the Contract Price or in the time for the Contractor's performance of this Contract consistent with the intent of this Contract. The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Owner's Representative. The Contractor is not a third party beneficiary of any contract by and between the Owner and the Owner's Representative. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Owner's Representative to the Owner.

## **ARTICLE 8**

### **DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

8.1 **Generally.** In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

8.1.1 The Contractor shall not perform Work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Owner, the Contractor shall be responsible for such Work and pay the cost of correcting same.

8.1.2 All Work shall strictly conform to the requirements of this Contract.

8.1.3 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

8.1.4 The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the Work.

8.1.5 The Contractor shall employ and maintain at the Project site only competent supervisory personnel.

8.1.6 The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings, if any, and other submittals, if any. All of these items shall be available to the Owner at all regular business hours. Upon Final Completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

8.1.7 Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any Work requiring shop drawings or other submittals unless such shall have been approved in writing by the Owner. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall carefully review, inspect and examine any and all submittals before submission of same to the Owner.

8.1.8 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon Final Completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

8.1.9 At all times relevant to this Contract, the Contractor shall permit the Owner to enter upon the Project site and to review or inspect the Work without formality or other procedure.

8.2 Warranty.

8.2.1 The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

8.2.2 The Contractor shall provide any and all specific or special warranties or guarantees of materials, equipment, items, systems and other things as required elsewhere in this Contract.

8.3 Schedule for Completing Work. The Contractor, within fifteen (15) days of commencing the Work, shall provide to the Owner and comply with, the Contractor's schedule for completing the Work. Such schedule shall be in a form acceptable to the Owner.

**ARTICLE 9**

**INDEMNITY**

9.1 General Indemnity. The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Agreement and the Work, to the extent caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Enforcement Of This Agreement. In the event Owner retains legal counsel to secure performance by Contractor of any of its obligations under this Agreement, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Contractor has an indemnity obligation to Owner under any provision of this Agreement or otherwise, Contractor shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Contractor, including, but not limited to, any and all expert witness fees and expenses.

**ARTICLE 10**

**CLAIMS BY THE CONTRACTOR**

10.1 Generally. Claims by the Contractor against the Owner are subject to the following terms and conditions:

10.1.1 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner. Such claim shall be received by the Owner no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim.

10.1.2 The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor.

10.1.3 In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon

the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, such condition prior to disturbing it.

10.1.4 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

10.2 Delays Generally. In the event the Contractor is delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of: (i) any act or omission by the Owner or someone acting in the Owner's behalf, (ii) any Owner-authorized Change Order, (iii) acts of God, (iv) unusually severe weather, (v) any order of a governmental authority having jurisdiction over the Project which order is issued through no fault of the Contractor, (vi) acts of war, or (vii) acts of terrorism, then the Substantial Completion Date, or as applicable, the date for Final Completion, shall be appropriately adjusted by the Owner upon the written notice and claim of the Contractor to the Owner for such reasonable time as Owner may determine. The Contractor's sole remedy for delay caused by any of the bases listed in this paragraph 10.2 shall be a time extension. A task is critical within the meaning of this paragraph 10.2 if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of paragraph 10.1.1 above and such notice shall be given by Contractor before proceeding to execute any additional or changed Work. If the Contractor fails to make such claim as required in this paragraph 10.2, any claim for an extension of time shall be waived. For the avoidance of doubt, the Contractor shall not be entitled to a time extension if the Contractor is delayed in performing any task as a sole result of the following: (i) economic hardship, (ii) changes in market conditions, (iii) late delivery or failure of materials, equipment, or supplies unless solely caused by an act or omission by the Owner or someone acting in the Owner's behalf, (iv) local or direct strikes, or other similar labor actions, (v) unavailability of subcontractors, sub-subcontractors, or suppliers, or (vi) nonperformance or delay by the Contractor or its subcontractors, sub-subcontractors, or suppliers.

10.2.1 "Unusually severe weather" as used above in paragraph 10.2 includes abnormal and unexpected weather conditions including catastrophic storms or floods, lightning, tornadoes, hurricanes, and earthquakes. The Contractor shall not be entitled to any extension of time due to adverse weather conditions unless the number of adverse weather days in any given calendar month exceeds the historic averages as maintained by the National Oceanic and Atmospheric Administration. Adverse weather conditions is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours: (i) precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure, (ii) temperatures which do not rise above 32 degrees F by 10:00 A.M., (iii) temperatures which do not rise above that specified for the day's construction activity by 10:00 A.M. if any is specified, (iv) sustained wind in excess of twenty-five (25) mph, or (v) standing snow in excess of one inch (1.00"). Weather conditions including precipitation (rain, snow, and hail) amounts and times at the jobsite, activities and durations affected, shall be recorded on a daily basis and submitted to the Owner on a weekly basis.

10.3 Weather Delays. No change in the Contract Price will be authorized because of adjustment of contract time due to weather.

## ARTICLE 11

### **SUBCONTRACTORS**

Upon execution of this Contract, the Contractor shall identify to the Owner, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein below.

## ARTICLE 12

### **CHANGE ORDERS**

12.1 Generally. One or more changes to the Work within the general scope of this Contract, may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

12.1.1 Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, and approved by the Georgia Department of Education, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof.

12.1.2 The Owner will not be responsible for any change in the Work involving extra costs unless approval in writing is furnished by the Owner before such Work is begun.

12.1.3 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- (a) By mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or,
- (b) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for reasonable overhead and profit. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner requires.

12.1.4 The Contractor shall notify and obtain the consent and approval of the Contractor's Surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, and the Contractor's Surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the Surety has been notified of, and consents to, such Change Order and the Surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## ARTICLE 13

### **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

13.1 Work in Violation of Contract. In the event that the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive from the Owner, such Work shall be uncovered and displayed for the Owner's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

13.2 Work in Conformity with Contract. If any of the Work is covered, concealed or obscured in a manner not covered by Paragraph 14.1 above, it shall, if directed by the Owner be uncovered and displayed for the Owner's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

13.3 Defective or Nonconforming Work. The Contractor shall, at no cost in time or money to the Owner, correct Work rejected by the Owner as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

13.4 Duty to Correct Defective or Nonconforming Work. In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve (12) months following final completion upon written direction from the Owner. The Owner shall promptly notify Contractor of any noted defective or nonconforming Work. Contractor shall within two (2) working days respond by visiting the site and commencing, and promptly completing, any necessary remedial Work including needed maintenance instructions to Owner's personnel.

Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Article 14.4 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.5 Owner's Option. The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable costs of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE 14**

### **TERMINATION BY THE CONTRACTOR**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. If the Owner suspends Contractor's performance for a period of more than sixty (60), through no fault of the Contractor, then Contractor may, upon seven (7) days written notice to Owner, terminate this Contract. In either event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Paragraph 17.1 hereunder.

## **ARTICLE 15**

### **OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same. In the event the Owner directs a suspension of performance under this Article 16, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such

suspension the Contractor's reasonable costs, actually incurred and paid, of: (a) demobilization and remobilization, including such costs paid to subcontractors; (b) preserving and protecting Work in place; (c) storage of materials or equipment purchased for the Project, including insurance thereon; and (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

## **ARTICLE 16**

### **TERMINATION BY THE OWNER**

16.1 Termination for Convenience. The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts: (a) Contract prices for labor, materials, equipment and other services accepted under this Contract; (b) reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and (c) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof. The total sum to be paid the Contractor under this Paragraph 16.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16.2 Termination for Cause. If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Paragraph 16.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 16.1 and the provisions of Paragraph 16.1 shall apply.

## **ARTICLE 17**

### **INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein by reference.

**ARTICLE 18**

**SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount equal to the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner.

**ARTICLE 19**

**PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, photographs, estimates, invoices, bills, receipts, canceled checks, vouchers or other writings or things which document or involve in any manner the Project, its design, its cost, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor and its Subcontractors. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

**ARTICLE 20**

**APPLICABLE LAW**

The law applicable to this Contract shall be the law of the State of Georgia.

**ARTICLE 21**

**SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

***[SIGNATURES ON NEXT PAGE]***

**OWNER:**

DEKALB COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
[SIGNATURE]

Mr. Dijon DaCosta Sr., Board Chairperson  
[TYPED NAME & TITLE]

By: \_\_\_\_\_  
[SIGNATURE]

Dr. Devon Q. Horton, Superintendent  
[TYPED NAME & TITLE]

DeKalb County Board of Education  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

\_\_\_\_\_  
[DATE OF EXECUTION]

\_\_\_\_\_  
Erick Hofstetter, Chief Operating Officer

**CONTRACTOR:**

\_\_\_\_\_  
[TYPED NAME]

By: \_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[TYPED NAME & TITLE]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[ADDRESS]

\_\_\_\_\_  
[DATE]

## **EXHIBIT "A"**

### **REQUIRED INSURANCE**

(1) The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) claims under workers' or workmen's compensation disability benefit or other similar employees benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease or death of its employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

(e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Paragraph 1 shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.

(3) The insurance required by Paragraph 1 shall include contractual liability insurance.

(4) The Contractor shall be responsible from the time of signing the Contract or from the time of the beginning of the first Work, whichever shall be earlier, for all bodily injury (including death) or damage to property of any kind resulting from the Work under this Contract to persons or property.

The Contractor assumes the obligation to save the Owner harmless and to indemnify them from every expense, liability or payment arising out of or through bodily injury (including death) to any person or persons or damage to property of any person; arising out of any act of the Contractor, any subcontractor or anyone either:

(a) directly or indirectly employed by or;

(b) under the supervision of any of them in the prosecution of the Work included in the Contract.

Liability policies shall name the Owner DeKalb County Board of Education and the DeKalb County School District as an additional insured.

(5) The Contractor agrees to comply with the provisions of the Workman's Compensation laws of the State of Georgia and to require all Subcontractors likewise to comply. Contractor shall secure the following insurance at his own expense and prior to starting any Work shall file Certificates of Insurance with the Owner.

(a) Workmen's Compensation - Statutory Limits Employer's Liability -\$1,000,000.00

(b) Comprehensive General Liability (including Premises-Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage and Broad Form General Liability Endorsement).

1. Bodily Injury: \$1,000,000.00 Each Occurrence; \$1,000,000.00 Aggregate, Products and Completed Operations (Umbrella).
  2. Property Damage: \$500,000.00 Each Occurrence; \$1,000,000.00 Aggregate.
  3. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
  4. Property Damage Liability Insurance shall include coverage for Explosion, Collapse, and Underground.
  5. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$1,000,000.00 Each Occurrence; Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
  6. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.
- (c) Comprehensive Automobile Liability (owned, non-owned, hired):
1. Bodily Injury: \$1,000,000.00 Each Person, \$1,000,000.00 Each Accident.
  2. Property Damage: \$1,000,000.00 Each Occurrence.
  3. Personal Injury Protection: Statutory Limits.

(6) Certificates of Insurance (2 copies) shall be filed with Owner before commencement of Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until fifteen (15) days after the Owner has received written notice evidence by return receipt of registered letter.

(7) Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

(8) Contractor shall purchase and maintain Owner's Protective Liability Policy with minimum limits of:

- (a) Bodily Injury: \$1,000,000.00 Each Occurrence, \$1,000,000.00 Aggregate.
- (b) Property Damage: \$500,000.00 Each Occurrence, \$500,000.00 Aggregate.
- (c) Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

This policy shall be issued in the name of DeKalb County Board of Education and delivered to Owner along with Certificates of Insurance. Employees of the DeKalb County Board of Education shall be included as an additional insured. Policy shall also name the DeKalb County School District as additional insured.

(9) Contractor shall purchase and maintain BUILDER'S RISK INSURANCE payable to the Contractor and Owner, as their interest may appear, upon the entire structure and all materials in or adjacent thereto which are to be made a part of the insured structure of 100% of the contract value covering fire, extended coverage, vandalism and malicious mischief. There shall be attached to and made a part of the insurance policy for Builder's Risk an endorsement of the Insurance Company as shown on Exhibit "A-1" attached hereto.

(10) The Contractor may, at its option, purchase insurance policies having a "deductible" feature provided that:

- (a) Deductible amount does not exceed \$2,500.00.
- (b) Contractor agrees in written letter to the Owner to be responsible for payment of any such deductibles, in the event that such payment should become necessary.

**EXHIBIT "B"**

Liquidated damages applicable to Paragraph 5.2 of this Contract shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

If The Original Contract Price Is:

Daily Liquidated Damages Shall Be:

Up to \$49,999.99	\$50
\$50,000.00 to \$99,999.99	\$100
\$100,000.00 to \$299,999.99	\$200
\$300,000.00 to \$599,999.99	\$300
\$600,000.00 to \$999,999.99	\$400
\$1,000,000.00 to \$1,999,999.99	\$500
\$2,000,000.00 to \$4,999,999.99	\$750
\$5,000,000.00 to \$9,999,999.99	\$1,500
\$10,000,000.00 to \$14,999,999.99	\$2,500
\$15,000,000.00 to \$19,999,999.99	\$3,500
\$20,000,000.00 or above	The product of .0002 multiplied by the Original Contract Price.

**EXHIBIT "C"**  
**IMMIGRATION AND SECURITY FORM**

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et. seq., Contractor must certify compliance by initialing one of the sections below:

\_\_\_\_\_ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> 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.

\_\_\_\_\_ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; 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.

\_\_\_\_\_ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act; 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.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract(s) with the DeKalb County Board of Education.

\_\_\_\_\_  
Signature Title  
By signing above you are certifying that the representations made herein are true and correct.

Firm Name: \_\_\_\_\_  
Street/Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT "D"**  
**CONTRACTOR AFFIDAVIT**

By executing the 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 under a contract with \_\_\_\_\_ (name of contractor) on behalf of \_\_\_\_\_ (name of public employer) 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.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor/Corporation Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**EXHIBIT "E"**  
**SUBCONTRACTOR AFFIDAVIT**

By executing the affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of \_\_\_\_\_ (name of public employer) 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.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Officer of Agent

\_\_\_\_\_  
Subcontractor/Corporation Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).