7. Retainage amounts shall be held until:

    (a)   all items on the punch list are resolved;

    (b)   a lien release is provided by the Contractor to the County for all Subcontractors and material suppliers;

    (c)   a final pay request is submitted to the County; AND

    (d)   the project is accepted by the Lowndes County Board of Commissioners.

8. The Contractor represents that it has a current Occupational Tax Receipt from a local government in Georgia.

9. The Contractor shall obtain all necessary local, state, federal permits as required by law for the construction of the project.

10. The Contractor shall notify the County Utility Department at least 24 hours prior to beginning any phase of construction.

11. Traffic Control shall be provided in accordance with the Georgia Department of Transportation Special Provision, Section 150. Unless otherwise indicated in the Proposal, this item will not be paid for as a separate pay item but shall be incorporated as a part of the contract.

12. All construction plans and drawings can be obtained from the office of the Lowndes County Utilities Director.

13. This Agreement will terminate immediately and absolutely as such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Lowndes County under this Agreement.

14. Should completion of any portion of the services be delayed for causes beyond the control or without the fault or negligence of the County including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of the preceding acts of contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

END OF SECTION