



INVITATION TO BID
CAMERA SYSTEM AND INSTALLATION AT THREE LOCATIONS
TO THE BRUNSWICK -GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION

Office of the Director of Procurement
Non Mandatory Pre -Bid Conference, April 14, 2015 @ 11 a.m.
Bids Due by 3:00 p.m., EST on, April 24, 2015 to:

Mr. Drexal D. Paulk, Sr., CPPO, CPPB
Joint Water & Sewer Commission
700 Gloucester Street
Brunswick, Georgia 31520

For plans contact JWSC
(912) 261-7127 or email: dpaulk@bgjwsc.org
www.bgjwsc.org

**BIDDING DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

**JWSC CAMERA SYSTEM AND
INSTALLATION FOR THREE
LOCATIONS
BRUNSWICK, GEORGIA**

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Office of the Director of Procurement
Brunswick-Glynn County Joint Water and Sewer Commission 700
Gloucester Street, Suite 300
Brunswick, Georgia 31520
(912) 261-7127 Phone
(912) 261-7178 Fax
E-Mail: dpaulk@bgjwsc.org

Invitation for Bids
Instructions to Bidders
Bid Form
E- Verify Contractor Affidavit
Oath
Bid Bond
Representation
Legal and Character Qualifications
Affidavit

Sealed bids for JWSC CAMERA SYSTEM AND INSTALLATION FOR THREE LOCATION BRUNSWICK, GEORGIA will be received by the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) at the JWSC's Office of the Director of Procurement, 700 Gloucester Street, Suite 300, Brunswick, Georgia 31520 until 3:00 p.m. local time, Friday, April 24, 2015 at which time and place they will be publically opened and read aloud.

Camera site plans are available by contacting Drexal D. Paulk, Sr., and bidding documents are on the JWSC website or you can contact Drexal D. Paulk, Sr., at the JWSC (Phone: 912-261-7127; E-mail: dpaulk@bgjwsc.org)

The successful Bidder shall provide all skill, labor, material, and equipment, as required, for the installation of fifteen (15) axis camera systems at the Administrative Offices, eight (8) Axis camera systems at Academy Creek Wastewater Treatment Plant and seven (7) Axis camera systems at South Harrington Water Treatment Plant.

The Bidder is *encouraged* to examine the location of the work and inform himself fully as to the conditions present at the site. Site visits must be coordinated through the JWSC Department of Planning and Construction at (912) 261-7123, attention Jay Sellers at least 24 hours in advance. A *non-mandatory pre-bid meeting* will be held in the JWSC main conference room, 700 Gloucester Street, Suite 300, Brunswick, Georgia 31520 on *April 14, 2014 at 11:00 a.m. local time* followed by a site visit for anyone interested in attending.

A bid guarantee in an amount not less than five percent (5%) of the amount bid must accompany each bid. Acceptable forms of bid guarantees are: a bid bond, certified check or cashier's check made payable to the Brunswick-Glynn County Joint Water and Sewer Commission. Performance and Payment bonds, each in an amount equal to hundred percent (100%) of the contract amount will be required of the successful Bidder.

The Brunswick-Glynn County Joint Water and Sewer Commission provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, disability or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the JWSC.

The JWSC reserves the right to reject any and all bids, waive technicalities and make an award in the best interest of the JWSC.

Instructions to Bidders

1. Intent

It is intended that the Instructions to Bidders, General Conditions, Construction Plans and Technical Specifications shall define and describe the complete work to which they relate. Requests for clarification during the bidding period must be submitted in writing or e-mailed to the Director of Procurement at dpaulk@bgjwsc.org on or before 5:00 p.m. local time on April 20, 2015. Requests for clarification received after this date will not be considered. Responses to requests for clarification will be issued by addendum to all qualified bidders (see paragraph 3 below) and will also be posted on the JWSC website (www.bgjwsc.org).

2. Work to be Done

The successful Bidder shall provide all skill, labor, material, and equipment, as required, for the installation of fifteen (15) Axis cameras to be located at the new administrative offices. Locations, part numbers and accessories are specified on drawings. NVR will be a single Salient PowerPro-9TB. Seven (7) Axis cameras to be located at the South Harrington Water Treatment Plant. NVR will be a single Salient PowerPro-9TB and eight (8) Axis cameras to be located at the Academy Creek Wastewater Treatment Plant. NVR will be a single Salient PowerPro-9TB.

3. Site Examination

The Bidder is *encouraged* to examine the location of the work and inform himself fully as to the conditions present at the site. Site visits must be coordinated through the JWSC Department of Planning and Construction at (912) 261-7123, attention Jay Sellers at least 24 hours in advance. A *non-mandatory pre-bid meeting* will be held in the JWSC main conference room, 700 Gloucester Street, Suite 300, Brunswick, Georgia 31520 on April 14, 2015 at 11:00 a.m. local time followed by a site visit for anyone interested in attending.

4. Bid and Contract Security

A bid guarantee in an amount not less than five percent (5%) of the amount bid must accompany each bid. Acceptable forms of bid guarantees are: a bid bond, certified check or cashier's check made payable to the Brunswick-Glynn County Joint Water and Sewer Commission. The JWSC will return bid guarantees, other than bid bonds, to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. If for any reason whatsoever the successful Bidder withdraws from the competition after opening the bids, or refuses to execute the Contract, the Owner will proceed on the Bid Bond or deposit the certified check or cashier's check as damages for the Bidder's failure to enter into a contract for the work.

Performance and Payment bonds, each in an amount equal to one hundred percent (100%) of the contract amount will be required of the successful Bidder.

The Surety of the Bid Bond, Performance Bond, and Payment Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of one hundred percent (100%) of the bid amount. The Bonds and Surety shall be subject to approval by the JWSC legal counsel.

Attorneys-in-fact who sign and seal Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

5. Determination of Successful Bidder

The contract will be awarded to the lowest responsive, responsible Bidder or Bidders; if awarded. The JWSC reserves the right to select multiple contractors on this project for each phase or it may select one (1) contractor for both phases of this project.

The determination of the Bidder's **responsibility** will be made by the JWSC based on whether the Bidder:

1. maintains a permanent place of business,
2. has the appropriate technical experience,
3. has adequate plant and equipment to do the work properly and expeditiously,
4. has suitable financial means to meet obligations incidental to this work, and
5. is appropriately licensed for the described work in the State of Georgia.

The Bidder shall furnish, to the JWSC, all such information and data for this purpose as the JWSC may request. The JWSC reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the JWSC that he is properly qualified to carry out the obligations of the Contract.

The determination of **responsiveness** will be made by the JWSC based on a consideration of whether the Bidder has submitted a complete Bid Form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form. If the Bidder has available equipment and resources to start the project within ten (10) days after the receipt of Notice to Proceed.

6. Bid Alternates

NO

7. Contract Time

Contract time shall consist of sixty (60) consecutive calendar days for the completion of work, to be computed from the date of the Notice to Proceed for the Administrative Offices. Contract time shall consist of ninety (90) consecutive calendar days for the South Harrington Water Treatment Plant for the completion of work, to be computed from the date of the Notice to Proceed and the contract time shall consist of one hundred and twenty (120) calendar days for the completion of work, to be computed from the date of the Notice to Proceed for the Academy Creek Wastewater Treatment Plant. Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **Two Hundred Dollars**

(\$200.00) for each calendar day that he shall be in default of completing the work
within the time limit named herein.

8. Bid Form

Bids shall be submitted on the Bid Form included. Bids shall be based upon lump sum prices as indicated by the Bid Form. Where errors or omissions result in discrepancies in proposal totals, prices per unit as submitted will be binding. Final payment will be based upon completion and acceptance of the work by the JWSC.

9. Submission of Bids

Bids shall be submitted at the time and place designated in the Invitation for Bids. On the outside of the envelope containing the Bid shall be noted the following:

**SEALED BID
JWSC CAMERA SYSTEM AND
INSTALLATION FOR THREE
LOCATIONS**

Bidder shall submit ***an original and three (3) copies*** of its Bid in an opaque sealed envelope at the time and place indicated in the Invitation. The outside of the envelope containing the Bid also shall be marked with the Bidder's name and address.

All blanks in the Bid must be completed and written or printed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary of the corporation. The corporate address and state of incorporation must be shown on the Bid Form.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown on the Bid Form.

The address, telephone number, facsimile number and email address for communications regarding the Bid must be shown on the Bid Form.

All names and titles must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, if any. The numbers of each Addendum must be filled in on the Bid Form.

The ***Oath, Bid Bond, Representation, Legal and Character Qualifications*** and ***Affidavit*** forms in this ITB shall be submitted with the Bid, and be executed in proper form.

IN ACCORDANCE WITH O.C.G.A. § 13-10-91. NO PROPOSAL FOR THE PHYSICAL PERFORMANCE OF SERVICES WILL BE CONSIDERED UNLESS THE BID INCLUDES A SIGNED. NOTARIZED E-VERIFY AFFIDAVIT AS SET FORTH HEREIN.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the ITB, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Project and furnishing of the Work.

BID FORM

DATE SUBMITTED:

PROJECT NAME:

JWSC Camera System
and Installation for Three
Locations
Brunswick, Georgia

SUBMITTED TO:

Brunswick – Glynn County Joint
Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520

SUBMITTED BY:

Company Name:

Address:

Georgia Utility Contractor's License No.

N/A

Acknowledge Receipt of Addenda Numbers

The undersigned as BIDDER hereby declares that the only person or persons interested in the BID as principal or Principals is or are named herein and that no other person than herein mentioned has any interest in the BID or in the Contract to be entered into; that this BID is made without connection with any other person or parties making a BID, and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the documents relative thereto; and has read all General and Special Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The BIDDER proposes and agrees, if the BID is accepted, to contract with the Brunswick – Glynn County Joint Water and Sewer Commission to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor to complete the work in full and complete accordance with the shown, noted, described and reasonably intended requirements of

the plans, specifications and contract documents to the full and entire satisfaction of the Brunswick – Glynn County Joint Water and Sewer Commission with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents for the prices set forth below.

BID ITEM NO. 1 -Administrative Office Building at 1703 Gloucester Street

For furnishing all labor, materials and equipment (including all items of major equipment for Base Bid identified below) for the installation of.

- Fifteen (15) Axis cameras
- Single Salient PowerPro-9TB NVR

One Lump Sum Amount Of: (\$ _____)

SPELL OUT AMOUNT IN WORDS

BID ITEM NO. 2 – South Harrington Water Production Facility at 161 South Harrington Road

For furnishing all labor, materials and equipment (including all items of major equipment for Base Bid identified below) for the installation of

- Seven (7) Axis cameras
- Single Salient PowerPro-9TB NVR

One Lump Sum Amount Of: (\$ _____)

SPELL OUT AMOUNT IN WORDS

BID ITEM NO. 3 -Academy Creek Wastewater Treatment Facility at 2909 Newcastle Street

For furnishing all labor, materials and equipment (including all items of major equipment for Base Bid identified below) for the installation of

- Eight (8) Axis camera
- Single Salient PowerPro-9TB NVR

One	Lump	Sum	Amount	Of:	(\$
------------	-------------	------------	---------------	------------	------------

SPELL OUT AMOUNT IN WORDS

TOTAL AMOUNT OF BID: _____

This the _____ day of _____ 2015.

Company Name: (Please *Type or Print*

person Author jzed to Sjqn:

Name: _____

Name: _____

Street: _____

Signature:_____

City: _____

Title: _____

State: _____ Zip: _____

Telephone Number:(_____) _____

Fax Number: () _____

E-Mail: _____

EXPERIENCE AND REFERENCES:

The Bidder shall provide references relative to work it has done of a similar nature as solicited in this Invitation for Bids. Give references that will afford the JWSC opportunity to judge as to experience, skill, business standing and financial ability.

PROJECT

CONTACT PERSON

PHONE NUMBERThis image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

General Notes:

- NVRs will be installed on a JWSC provided racks.
- All NVR's will have internet accessibility with each NVR having the capability to record no less than 30 days of data.
- All equipment shall include necessary electrical surge protection.
- Proposer to provide all cabling and installation for all equipment utilizing fiber or indoor/outdoor CAT6 cabling from camera locations to data rack.
- Proposer to provide required camera or NVR licenses, camera mounts, switches, video encoders, media converters, additional power supplies or POE's, and any other devices necessary to provide a complete engineered system shall be included in the total bid price to complete the total project installation.

Equipment Warranty

System shall include a warranty that the Camera System is free from defects in Design, material, manufacturing, and operation. Warranty period shall be for twelve (12) months from the date of Final Acceptance.

Installation Warranty

The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the Contractor under this paragraph shall not include normal wear and tear under normal usage, acts of God or vandalism.

Installation

Camera system shall be installed by a qualified technician trained by the manufacturer to install the system as specified. Proof of training will be required. All electrical power, surge protection, conduits/sleeves, cabling, and software included within your scope of work and be installed in accordance with

national electrical codes and manufacturer's instructions. Equipment shall be firmly secured, plumb, and level. All splices shall be in easily accessible appropriate interior or exterior trade junction boxes or on terminal boards. All cable runs at the main terminal board and in all junction boxes shall be tagged and identified. Coordinate all work with other effected trades and contractors.

System Initializing and Programming

System shall include all software necessary for system configuration and licensing for all software. System shall be turned on and adjustments made to meet requirements of specifications and on-site conditions. System shall be programmed to function as specified. Special programming shall be documented, printed and made available to owner.

System Test Procedures

System shall be completely tested to assure that the system is hooked-up correctly and in working order. System shall be pre-tested by contractor and certified to function in accordance with plans and specifications both during daylight and nighttime conditions while a JWSC Representative is present.

Owner Instructions

Installation contractor shall conduct at least (4) hours of instruction in use and operation of the system at each location to designated owner representatives, within (10) days prior to system startup. Installation contractor shall conduct at least (4) hours of technical training, in troubleshooting and weekly preventive maintenance to the system, to designated owner representatives within (10) days prior to system startup. Local dealer shall conduct periodic technical training sessions and make them available to those responsible for on-going system operations.

Oath

**State of Georgia
City of Brunswick
County of Glynn**

I, _____ (name of individual), solemnly swear
that in the procurement of the contract for

**JWSC CAMERA SYSTEM AND
INSTALLATION FOR THREE
LOCATIONS
BRUNSWICK, GEORGIA**

that I, nor any other person associated with me or my business, corporation or partnership,
has prevented or attempted to prevent competition in the bidding or Bids of said project or
from submitting a bid for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business,
Corporation or partnership has caused or induced any other bidder to withdraw his/her bid
from consideration for this project. Said oath is filed in accordance with the requirements
set forth in O.C.G.A. § 36-91-21 (e).

This the _____ day of _____, 2015.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the _____ day of _____, 2015.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(SEAL)

BID BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we, _____
_____ - as Principal. and
_____ as Surety, are held and firmly bound
unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) in the not to
exceed _____ sum _____ of
_____ Dollars

(\$ _____) lawful money of the United states, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, personal representatives, successors
and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the JWSC a Bid for:

**JWSC CAMERA SYSTEM AND
INSTALLATION FOR THREE
LOCATIONS
BRUNSWICK, GEORGIA**

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted,
the Principal shall, within fifteen days (15) days after receipt of conformed Contract
Documents, execute a contract in accordance with the Bid upon the terms, conditions and
prices set forth therein, and in the form and manner required by the JWSC and execute a
sufficient and satisfactory Performance Bond and Payment bond payable to the JWSC,
each in an amount of one hundred percent (100%) of the total contract price, in form and
with security satisfactory to the JWSC, then this obligation shall be void; otherwise, it shall
be and remain in full force and virtue in law; and the Surety shall, upon failure of the
Principal to comply with any or all to the foregoing requirements within the time specified
above, immediately pay to the aforesaid JWSC, upon demand, the amount hereof in good
and lawful money of the United States of America, not as a penalty, but as liquidated
damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-
50 *et seq.*, as amended from time to time, and all the provisions of the law referring to this
character of bond as set forth in said sections or as may be hereinafter enacted and these
are hereby made a part hereof to the same extent as if set out herein in full.

(Continued on Next Page)

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2015.

PRINCIPAL: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____

SURETY: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____
(Seal)

1. _____

2. _____

REPRESENTATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

EEO Plan: The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Bidder Programs: The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Bidder have the above EEO policy in place?

[] Yes

[] No

b. If the answer to a. above is no, will the Bidder have such a policy in place for the project?

[] Yes

[] No

Statement of Assurance: The Bidder herein assures the JWSC that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, disability, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

(Firm's Name)

(Authorized Signature)

(Title)

• |
(Date)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Bidder (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

	Yes	No		Yes	No
a. Fraud	[<input type="checkbox"/>]	[<input type="checkbox"/>]	h. Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
b. Embezzlement	[<input type="checkbox"/>]	[<input type="checkbox"/>]			
c. Tax Evasion	[<input type="checkbox"/>]	[<input type="checkbox"/>]		[<input type="checkbox"/>]	[<input type="checkbox"/>]
d. Bribery	[<input type="checkbox"/>]		i. False/misleading advertising	[<input type="checkbox"/>]	[<input type="checkbox"/>]
e. Extortion	[<input type="checkbox"/>]	[<input type="checkbox"/>]	j. Perjury	[<input type="checkbox"/>]	[<input type="checkbox"/>]
f. Jury Tampering	[<input type="checkbox"/>]	[<input type="checkbox"/>]	k. Conspiracy to commit any of the Foregoing offenses		
g. Anti-Trust Violations	[<input type="checkbox"/>]	[<input type="checkbox"/>]		[<input type="checkbox"/>]	[<input type="checkbox"/>]

Civil Proceedings: Has the Bidder or any principal ever been a party, or is now a party, to a civil proceeding in which it was held liable for any of the following?

	Yes	No		Yes	No
a. Unfair/anti-competitive business practices	[<input type="checkbox"/>]	[<input type="checkbox"/>]	c. Violations of securities laws (state & federal)	[<input type="checkbox"/>]	[<input type="checkbox"/>]
			d. False / misleading advertising	[<input type="checkbox"/>]	[<input type="checkbox"/>]
b. Consumer fraud misrepresentation	[<input type="checkbox"/>]	[<input type="checkbox"/>]	e. Violation of local Government ordinances	[<input type="checkbox"/>]	[<input type="checkbox"/>]

License Revocation: Has the Bidder or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?

Yes [] No []

[illegible]

AFFIDAVIT

This Bid is submitted to Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the JWSC's option, may result in a revocation of the granted contract.

Consent is hereby given to the JWSC to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the JWSC decides to review this Bid, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bid with no re-submittal rights.

The successful Bidder understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the JWSC's judgment may best serve the interest of its rate payers and employees, may grant a contract.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Bidder's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

FORM OF CONTRACT

Office of the Director of
Procurement
Brunswick-Glynn County Joint Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520
(912) 261-7127 Phone
(912) 261-7178 Fax
E-Mail: dpaulk@bgjwsc.org

<i>PART A</i>	<i>Contract Form</i>
<i>PART S</i>	<i>Performance Bond</i>
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PART A - CONTRACT FORM

**CONTRACT FOR SERVICES
BY AND BETWEEN
BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
AND
(COMPANY TO BE NAMED)**

THIS AGREEMENT made and entered into by and between the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a public corporation created by Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "JWSC") and *Company to be Named*, a State of incorporation licensed to do business in the State of Georgia (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, The JWSC issued a Invitation for Bids on or about _____(hereinafter referred to as the "Solicitation") from qualified vendors to provide for its JW S C **CAMERA SYSTEM INSTALLATION FOR THREE LOCATIONS - BRUNSWICK, GEORGIA**, (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor submitted a qualified bid in response to the Solicitation; and

WHEREAS, the JWSC, at a regular meeting held on _____, 2015, authorized the award of the Project to the Contractor; and

WHEREAS, it is the intention of the parties hereto to enter into this contract (hereinafter referred to as the "Agreement") in order to provide a statement of the respective covenants, conditions and agreements in connection with the performance of services by Contractor to the JWSC.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES

- (a) In the performance of the Project services required under this Agreement, Contractor shall be an "independent contractor" with the authority and responsibility to control and direct the performance and details of the Project Work and services required under this Agreement; provided, however, JWSC shall have a right to inspect Work in progress to determine whether, in JWSC's opinion, the Project services are being performed by Contractor in accordance with the provisions of this Agreement.

- (b) ALL persons hired or used by Contractor shall be Contractor's employees and agents and Contractor shall ensure that such persons are qualified to engage in the activity and services in which they participate. Contractor shall be responsible for the accuracy, completeness and adequacy of any and all work and services performed by Contractor's employees and agents and shall ensure that all applicable licensing and operating requirements of federal, state, county and municipal governments, and all applicable accreditation and other standards of quality generally accepted in the field of Contractor activities are complied with and satisfactorily met.
- (c) Contractor expressly agrees to assume the sole and entire liability (if any liability is determined to exist) to its employees, agents and other persons for all loss, damage or injury caused by Contractor's employees and agents in the course of their employment. The mere participation in the performance of Project services under this Agreement shall not constitute nor be construed as employment with JWSC and shall not entitle Contractor or Contractor's employees, agents or subcontractors to vacation, sick leave, retirement or other benefits afforded by employees of the JWSC. Contractor shall be responsible for payment of applicable income, social security and any other federal, state, and/or local taxes and fees.
- (d) Contractor assumes sole responsibility for completion of the Project undertaken pursuant to this Agreement. The JWSC shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the Project Work or services contemplated by this Agreement may not be entered by Contractor without prior written approval by the JWSC.

2. **CONTRACT DOCUMENTS**

- (a) This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein (hereinafter referred to in this Agreement as the Contract Documents), as follows:
 - (1) JWSC's Solicitation, dated April 1, 2015 including Addendums, if any.
 - (2) Contractor's Bid for J W S C **CAMERA SYSTEM INSTALLATION BRUNSWICK, GEORGIA, date.**

(3) This Agreement, which includes the following Parts:

Part A:	Contract Form
Part B:	Performance Bond
Part C:	Payment Bond
Part D:	Affidavit of Payment of Claims
Part E:	Certificate of Insurance
Part F:	Certificate of Drug Free Workplace
Part G:	E-Verify Contractor Affidavit and Agreement
Part H:	E-Verify Subcontractor Affidavit and Agreement

(b) In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Section 2, Contract Documents.

3. SCOPE OF WORK

- (a) Contractor agrees to provide all the skill labor, materials and equipment necessary to carry out, in good faith, the complete requirements of the Project specified as XXXXXXXXXXXX **XXXX XXXXXX BRUNSWICK, GEORGIA**, in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Construction Plans, Standards for Water and Sewer Design and Construction, this Agreement and all addenda hereto annexed, and the Contract Documents shall form essential parts of this Agreement as if fully contained herein.
- (b) Contractor agrees to perform all Project services as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, JWSC personnel or any other person, including providing and maintaining all necessary precautions for the protection of the public. In addition, Contractor agrees to perform the Project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.
- (c) Contractor agrees to keep the rights-of-way, easement area and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the Work, and progressively as the Work is completed he shall remove all waste materials, rubbish and debris from and about the work areas and shall leave the site clean.

4. NOTICE TO PROCEED: LIQUIDATED DAMAGES

- (a) *Notice to Proceed:* The Contractor agrees to commence the Project included in this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete the Project within a period of ~~XXXXXXXXXX XXXXXXXX~~ (XXX) Consecutive calendar days after the effective commencement date.
- (b) *Liquidated Damages:* Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **Two Hundred Dollars (\$200.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. These fixed liquidated damages are not established as a penalty but are calculated and agree upon in advance by the JWSC and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the JWSC and its rate payers as a result of the failure on the part of the Contractor to compete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute or under this Agreement.

5. COMPENSATION

- (a) The JWSC agrees to pay the Contractor, in current funds, for the performance of this Agreement based on the units and lump sum pricing for in the Project and listed at XXXXXX which sums shall also pay for all loss or damage arising out of the nature of the Project aforesaid, or in the performance of the Project and for all expenses incurred by, or in consequence of the Project, its suspension or discontinuance, and for well and faithful completion of the Project and the whole thereof, as herein provided.
- (b) The JWSC and Contractor agree that the Construction Plans, Standards for Water and Sewer Design and Construction, and all Addenda thereto together are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the JWSC budgetary process, agrees to waive the terms of O.C.G.A. § 13-11-1 *et seq.*, known as the Georgia Prompt Pay Act. Contractor agrees that the Work and services required by this Agreement may require inspection and approval of the JWSC's engineers or consultants and that the time of repayment shall be tolled for a reasonable time as required for said inspection and approval.
- (c) Contractor further agrees to toll the time for payment herein under for an additional and reasonable period of time for the JWSC representative overseeing the Project or Work contemplated by this Agreement to approve the Work and/or services performed.

- (d) The JWSC shall have forty-five (45) days from approval by the JWSC representative in which to pay the Contractor; subject to any documentation requests by the JWSC as necessary to allow the JWSC to evaluate the completeness and accuracy of monies due.

6. TERM OF AGREEMENT

- (a) This Agreement shall be for a period of **XXXXXXXXXX** consecutive calendar days after the effective commencement date of the Work.
- (b) This Agreement is binding on the parties as of date last written below.

7. INSURANCE

Contractor shall not commence Work on the Project under this Agreement until all insurance set forth in the Solicitation, Section 7.0, Insurance (see General Conditions), has been obtained and such insurance certificates have been approved by the JWSC. The certificates of insurance shall indicate the JWSC as an additional named insured and that the coverages are primary and not contributory with any similar insurance purchased by the JWSC, and shall contain a provision that such coverage shall not be cancelled until at least thirty (30) days prior written notice has been given to the JWSC.

8. INDEMNIFICATION

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the JWSC, its officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, damages, losses and expenses, including but not limited to all fees and charges of engineers, attorneys and other professionals and all court costs, arising out of or resulting from the performance of the Work, but only to the extent caused in whole or in part by acts or omission of the Contractor, its officers, directors, employees, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, costs, damage, loss or expense is caused in part by a party indemnified hereunder. In any and all claims against the JWSC or any of its agents or employees, the indemnification obligation shall not be limited in any way by the amount or type of damages. Contractor shall not indemnify JWSC, its agents or employees for their own, sole negligence.

9. ASSIGNMENT

Contractor shall not assign or transfer any part of or the entire Project to be performed under this Agreement, or any right accruing hereunder, without the express written consent of JWSC. The JWSC may condition any consent and approval upon such terms and provisions that JWSC may deem necessary. Further, no assignment of claims for money due or to become due to Contractor under this Agreement shall be effective unless the assignment of such claim is first approved, in writing, by the JWSC.

10. PROHIBITED DISCRIMINATION

Contractor shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, religion, sex, national origin, age, disability, veteran status or any other status protected by law, in employment or in any condition of employment with Contractor or in participation in the benefits of the Work provided by Contractor under this Agreement.

11. COMPLIANCE WITH ALL LAWS

Contractor shall observe and comply with the laws of the State of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State.

12. REMEDIES: DISPUTE RESOLUTION

- (a) Contractor irrevocably consents that any legal action or proceeding arising out of or in any manner relating to this Agreement shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or *forum non conveniens* or any similar basis.
- (b) A dispute between the parties arising out of or in any manner relating to this Agreement, or breach thereof, may be submitted to binding arbitration or resolved in a court of law having jurisdiction of such matters. Once a party elects arbitration, such election is binding on both parties. An arbitrator selected from a panel in Glynn County, Georgia, provided by the American Arbitration Association shall resolve the dispute. The cost of arbitration shall

be borne equally by the parties. The arbitration decision may be appealed in accordance with State law.

- (c) No provision set forth in this Section is to have the effect to abridge the right of any party to proceed in a court of law or equity.

13. MODIFICATION OF AGREEMENT

No modification, alteration or amendment to the terms of this Agreement shall be effective unless written and signed by the authorized representative of all parties hereto.

14. WAIVER

The failure of either party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same. No waiver by either party of any condition or the breach of any provision contained in this Agreement, whether by conduct or otherwise, in anyone or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

15. TERMINATION OF AGREEMENT

- (a) The JWSC may, at any time upon written notice to the Contractor, terminate this Agreement for convenience. without prejudice to any right or remedy of the JWSC, in whole or as to any portion of the Project, then existing or which may thereafter accrue. If the JWSC terminates this Agreement for convenience, then JWSC's only obligation to Contractor will be for payment of compensation earned up to the date of such termination and all outstanding costs including those materials in transit and un-cancellable.
- (b) When the Contractor's services have been terminated by the JWSC, the Contractor in calculating his termination application for payment, shall develop his outstanding costs, including those materials in transit and un-cancellable with the appropriate percentage markups; subcontractors shall follow the same procedures. All costs must be substantiated by adequate back-up documentation. Any retention or payment of moneys due to the Contractor by the JWSC will not release the Contractor from liability.

- (c) The Contractor may not terminate this Agreement without the JWSC's consent except for failure of the JWSC to pay sums due to the Contractor hereunder. Prior to termination, the Contractor must give written notice to the JWSC allowing thirty (30) days to investigate and remedy any failure or breach hereof. Should the JWSC fail to remedy the failure or breach hereof within such thirty (30) days, the Contractor shall give written notice, addressed to the JWSC Executive Director, sent by certified mail, return receipt requested, of its intention to cease providing services upon a day certain after delivery of such notice.

16. AGREEMENT SECURITY - BONDS

- (a) A bid guarantee in an amount not less than five percent (5%) of the amount bid must accompany each bid. Acceptable forms of bid guarantees are: a bid bond, certified check or cashier's check made payable to the Brunswick-Glynn County Joint Water and Sewer Commission. The JWSC will return bid guarantees, other than bid bonds, to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. If for any reason whatsoever the successful Bidder withdraws from the competition after opening the bids, or refuses to execute the Contract, the JWSC will proceed on the Bid Bond or deposit the certified check or cashier's check as damages for the Bidder's failure to enter into a contract for the work.
- (b) Performance and Payment bonds, each in an amount equal to one hundred percent (100%) of the contract amount will be required of the successful Bidder.
- (c) The Surety of the Bid Bond, Performance Bond, and Payment Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of one hundred percent (100%) of the bid amount. The Bonds and Surety shall be subject to approval by the JWSC legal counsel.
- (d) Attorneys-in-fact who sign and seal Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney evidencing the authority of the individual signing the bond.

17. NOTICES

- (a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as Notice).

- (b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) If to Contractor:

(2) If to JWSC: Stephen A. Swan, Executive Director
Brunswick-Glynn County Joint Water
and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520

(3) Copy to: Charles Dorminy, JWSC Attorney
Hall Booth Smith, P.C.
3528 Darien Highway, Suite 300
Brunswick, Georgia 31525

- (c) Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was in fact delivered, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.

- (d) The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

18. **WARRANT OF AUTHORITY**

Each individual executing this Agreement on behalf of any party expressly represents and warrants that he/she has authority to do so, and thereby to bind the party on behalf of which he/she signs, to the terms of this Agreement.

19. **ENTIRE AGREEMENT: BENEFIT TO PARTIES**

- (a) This Agreement and any attached exhibit(s) constitute the final and entire agreement and understanding between the parties hereto regarding the subject matter hereof. No prior written promises, or contemporaneous or subsequent oral promises or representations, shall be binding and are to be without effect in the construction of any of the terms or conditions of this Agreement.

- (b) With the exception of rights expressly conferred herein, nothing expressed or mentioned in or to be implied here from is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect hereto or any agreement, condition or provision herein contained and no provision shall be construed as creating any debt as against Contractor or JWSC in favor of any such person; this Agreement and the covenants, conditions and provisions hereof being intended to be used for the sole and exclusive benefits of the parties hereto.
- (c) Contractor and JWSC, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

21. TIME IS OF THE ESSENCE

Time is of the essence in fulfilling all terms and conditions of this Agreement.

22. EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23. MISCELLANEOUS PROVISIONS

- (a) Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.
- (b) Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.
- (c) The foregoing whereas clauses are hereby incorporated into this Agreement and made a part thereof.

IN WITNESS WHEREOF , the parties hereto have executed this Agreement in their names under seal, all by their duly authorized officers, as of the date last written below, in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

COMPANY TO BE NAMED

By: _____
Name and title of corporate officer to be named

Attest to:

By: _____ Date and SEAL
Name and title of corporate officer to be named

**BRUNSWICK-GLYNN COUNTY JOINT
WATER AND SEWER COMMISSION**

By: _____
DONALD M. ELLIOTT, Chairperson

Attest to:

By: _____ Date and SEAL
STEPHEN A. SWAN, Executive Director

PART B - PERFORMANCE BOND

**State of Georgia
City of Brunswick
County of Glynn**

KNOW ALL MEN BY THESE PRESENT, that we _____

_____ as Principal, and _____

_____ as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit of those entitled thereto in the not to exceed sum of _____

_____ \$ _____

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of _____ \$ _____)

for the **JWSC CAMERA SYSTEM AND INSTALLATION FOR THREE LOCATIONS BRUNSWICK, GEORGIA**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the JWSC from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the JWSC such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed there under, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. §36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said

sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2015, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

SURETY= _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

PART C - PAYMENT BOND

**State of Georgia
City of Brunswick
County of Glynn**

KNOW ALL MEN BY THESE PRESENT, that we _____

_____ as Principal, and _____

_____ as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit of those entitled thereto in the not to exceed the sum of _____

_____ \$ _____

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of _____ \$ _____

For the JWSC **CAMERA SYSTEM AND INSTALLATION AT THREE LOCATIONS - BRUNSWICK, GEORGIA**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their

use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint _____ as agent of each of them to receive and accept service of process or other pleading issue or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

[Signatures on Next Page]

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2015, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

SURETY= _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

PART D - AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with Final Invoice)

_____ this the _____ day of _____, 2015,
appeared before me, _____, a Notary Public, in
and for

_____ and being by me first duly sworn states that all
subcontractors and suppliers of labor and materials have been paid all sums due them to
date for work performed or material furnished in the performance of the Contract between:

Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) and *To Be Named*
(Contractor), last signed _____ for the JWSC CAMERA
SYSTEM INSTALLATION FOR THREE LOCATIONS BRUNSWICK, GEORGIA.

CONTRACTOR Company: _____

By: _____

Title: _____

(SEAL)

Sworn to and subscribed before me this the ____ day of _____, 2015.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

PART E - CERTIFICATE OF INSURANCE

This is to certify that _____
(Insurance Company)

of _____
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to:

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION,
EXECUTIVE DIRECTOR, 700 GLOUCESTER STREET, SUITE 300, BRUNSWICK,
GEORGIA 31520

It is further agreed that Brunswick-Glynn County Joint Water and Sewer Commission shall be named as an additional insured on the Contractor's policy.

1. Insured: _____

Project Name: JWSC CAMERA SYSTEM INSTALLATION FOR THREE LOCATIONS
Brunswick, Georgia.

2. Policy Number(s): _____

Date: _____
(Insurance Company)

Issued At: _____
(Authorized Representative)

Address: _____

Note: Please attach Certificate of Insurance form to this page.

PART F - CERTIFICATE OF DRUG FREE WORKPLACE

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name:

Authorized Signature:

Title:

Date:

PART G - E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GS/C) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: "E-Verify", web address <https://e-verify.uscis.gov/enro/11> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the day of _____, 2015.

NOTARY PUBLIC:

Name:

My Commission Expires:

(NOTARY SEAL)

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).

PART H - E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with* a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: E-Verify': web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the day of _____, 2015.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

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).

GENERAL CONPITIONS

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0.0 DEFINITIONS

Where used in the Invitation of Bids documentation, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as a hurricane, earthquake or abnormal flooding. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification, or corrections.

a.is;!. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, includes joint ventures, offering a bid to perform the work.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract documents. The Contract, Addenda (which pertain to the Contract Documents),

Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, and Field Orders.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bid schedule, with adjustments made in accordance with the contract. The base amount given in the bid schedule shall be a lump sum bid.

Contract Time. Number of consecutive calendar days stated in the contract for the completion of the work or portions thereof.

Contractor. The individual, partnership, corporation, or combination thereof, includes joint ventures that enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

- Calendar day.

Defective. An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient, or performed in an unworkmanlike manner, in that it does not conform to or meet the requirements of the Contract, any inspection, reference standard, test or approval referred to in the Contract, or has been damaged prior to a recommendation of final payment.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the actions of the Engineer or the Owner in directing the Contractor.

Engineer. Whenever the word "Engineer" is used in the contract, it shall be understood as referring to the Engineer of the Owner, or such other Engineer, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

Equipment. Mechanical, electrical, instrumentation or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Euroish. To deliver to the job site or a specified location any item, equipment or material.

Holidays. Legal holidays designated by the Owner.

Install. Placing, erecting, or constructing in place any item, equipment, or material.

Mme. Refers to permissive actions.

Owner. Brunswick-Glynn County Joint Water and Sewer Commission (JWSC).

Owner's Representative. The person, firm or corporation designated by the Owner.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator where applicable.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project. The undertaking to be performed under the provisions of the contract.

Punch List. List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Contract Project Representative when the Contractor (1) notifies the Contract Project Representative in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

- Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

WW. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

1.0 CONTRACT ADMINISTRATION

The Contract Administrator for this shall be Mr. Drexal D. Paulk, Director of Procurement (912) 261-7127. The Contract Administrator shall act as the JWSC's Representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the bidding period or during the contract period(s) are to be addressed to the Contract Administrator at the following address :

Brunswick-Glynn County Joint Water and Sewer Commission
Attn: Mr. Drexal D. Paulk, Director of Procurement
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520
Phone: (912) 261-7127
E-Mail: dpaulk@bgjwsc.org

2.0 CONTRACT PROJECT REPRESENTATIVE

The Contract Project Representative is the JWSC's day-to-day manager of the contracted services. He shall provide the successful Bidder direction and monitor the results within the limits of the contract's terms and conditions. He will decide questions that may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the successful Bidder in payment requests and the acceptability of the services that these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by the JWSC. Any project questions arising, subsequent to contract award, are to be addressed to the Contract Project Representative at the following address :

Brunswick-Glynn County Joint Water and Sewer Commission
Attn: Mr. Jay Sellers, Operations Analyst
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520
Phone: (912) 261-7123
Email: jsellers@bgjwsc.org

3.0 NOTICE OF AWARD OF CONTRACT

As soon as possible, and within thirty (30) days after receipt of bids, the JWSC shall notify the successful Bidder of its intent to enter into a contract agreement. Should the JWSC require additional time to award a contract, the time may be extended by mutual agreement between the parties. If an Award of Contract has not been made within thirty (30) days from the bid opening date or within the extension mutually agreed upon, the Bidder may withdraw the bid without further liability on the part of either party.

4.1 EXECUTION OF CONTRACT DOCUMENTS

- 4.2** Within fifteen (15) days subsequent to successful contract negotiations, the JWSC shall furnish the successful Bidder the conformed copies of Contract Documents for execution by him.
- 4.3** Within fifteen (15) days after receipt of the Contract Documents, the successful Bidder shall return all the documents properly executed by him. Attached to each document shall be the certificate of insurance, proper licenses required by Federal, State, or Local authorities, and performance and payment bonds as required herein
- 4.4** Within thirty (30) days after receipt of the Contract Documents, executed by the successful Bidder, certificates of insurances and licenses, the JWSC shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- 4.5** Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

5.0 NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the JWSC. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the JWSC and successful Bidder. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Bidder may terminate the Contract Agreement without further liability on the part of either party.

6.0 PROTEST OF AWARD

All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) days after the award of bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Executive Director and the review shall be limited to any alleged violation of federal, state or local law.

7.1 INSURANCE

The successful Bidder shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the JWSC, nor shall the successful Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful Bidder.

The successful Bidder shall maintain insurance with companies reasonably acceptable to the JWSC, authorized to do business in Georgia, and having a rating with AM. Best & Co. of A-VII or better, unless otherwise approved in writing by the JWSC. Such insurance as

will protect the successful Bidder from claims set forth herein below which may arise out of or result from the operations of the successful Bidder under the contract, whether such operations be by the successful Bidder, by anyone directly or indirectly employed by the successful Bidder, or by anyone for whose acts the successful Bidder may be liable including, but not limited to, the following:

- 7.2** Claims under workers' compensation, disability benefit, and other similar employee benefit acts;
- 7.3** Claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the successful Bidder;
- 7.4** Claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the successful Bidder;
- 7.5** Claims for damages insured by usual personal injury liability coverage which are sustained by any other person;
- 7.6** Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 7.7** Claims for damages because of professional errors and omissions; and
- 7.8** Claims for contractually assumed liability under the contract.

The aforesaid insurance required to be maintained by the successful Bidder may be written under an umbrella policy or policies, but shall not be written for less than the limits of liability specified herein below or less than any limits required by law, whichever is greater. The successful Bidder shall maintain during such time as the successful Bidder is performing hereunder the services, subject to a policy or policies having a deductible not greater than \$25,000 on account of any one occurrence, (i) workers' compensation insurance in an amount not less than the greater of that required by law or \$1,000,000 for injuries, including accidental death to any one person, (ii) commercial general liability insurance with a general aggregate of \$2,000,000 and not less than \$1,000,000 for each occurrence, (iii) automobile liability insurance in an amount not less than a combined single limit of \$1,000,000 for injuries, including accidental death, and (iv) property damage liability insurance in an amount not less than \$1,000,000 on account of any one occurrence with a \$2,000,000 aggregate.

Further, the successful Bidder shall maintain, during the period beginning with the commencement of the performance by the successful Bidder of the services and ending one year after the Project shall be substantially completed, subject to a policy or policies having a deductible not greater than \$25,000 on account of any one claim, professional errors and omissions insurance in an amount not less than \$1,000,000 per claim and annual aggregate with a \$25,000 deductible.

Certificates of insurance indicating that the successful Bidder has obtained such coverage and a copy of the policies evidencing such coverage, if requested by the JWSC, shall be filed with the JWSC prior to the commencement by the successful Bidder of the contracted services. Such certificates shall be in form and substance reasonably acceptable to the JWSC, shall indicate that, except in respect to workers' compensation insurance coverage and professional errors and omissions insurance, JWSC is an additional named insured with respect to such coverage, shall indicate that such coverage is primary and is not contributory with any similar insurance purchased by the JWSC, and shall contain a provision that such coverage shall not be canceled until at least thirty (30) days prior written notice has been given to the JWSC.

8.0 QUANTITIES

None of the various JWSC departments, divisions, employees or agencies. individually or collectively, shall be required to purchase any minimum or maximum amount during the life of any contract, or extension thereof, as a result of this IFB

9.1 SUSPENSION OR TERMINATION OF SERVICES

The anticipated contract between the successful Bidder and the JWSC may be terminated based on any one of the following:

- 9.2 Failure of the Bidder to perform based on the Bidders bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur the JWSC shall have the authority to terminate the contract with written notice to the successful Bidder. The successful Bidder shall be liable for any losses occurring as a result of not abiding by the terms of the contract.
- 9.3 The JWSC may terminate the contract at will. All correspondence of this nature will be forwarded by certified or registered mail with return receipt requested.
- 9.4 Any termination of the successful Bidder services shall not affect any right of the JWSC against the successful Bidder then existing or which may thereafter occur. Any retention of payment of monies by the JWSC due the successful Bidder will not release the successful Bidder from compliance with the Contract Documents.

10.0 INDEMNIFICATION

The successful Bidder will indemnify and hold harmless the JWSC, its officers, employees, and agents, each and any one of them, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any

negligent or willful act or omission of the successful Bidder and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the JWSC or any of their agents or employees, by any employee of the successful Bidder, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder or under federal and state workers' compensation and disability benefits statutes, and applicable laws relating thereto. No party shall indemnify any other party for their own sole negligence.

11.0 ASSIGNMENTS

The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the JWSC. In case the successful Bidder assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services set forth in this contract.

12.0 LAWS AND REGULATIONS

The successful Bidder's attention is directed to the fact that all applicable Federal, State and Local laws and ordinances, including rules and regulations of all authorities having jurisdiction over the services, shall apply to the contract throughout. The successful Bidder shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the JWSC.

The successful Bidder shall at all times observe and comply with all such existing laws, ordinances and regulations, and shall protect and indemnify the JWSC and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Licenses of a temporary nature, necessary for the prosecution of the services, shall be secured and paid for by the successful Bidder.

13.1 NOTICE AND SERVICE THEREOF

13.2 All notices, demands, requests, instructions, approvals, and claims shall be in writing.

13.3 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in his bid (or at such other

office as the Contractor may from time to time designate to the JWSC in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

- 13.4** All papers required to be delivered to the JWSC shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the JWSC will be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the JWSC or to such other address as the JWSC may subsequently specify in writing to the Contractor.

14.0 SCHEDULE, REPORTS, AND RECORDS

The Contractor shall submit to the JWSC schedules, reports, estimates, records and other data as the JWSC may request concerning services performed or to be performed.

15.1 CHANGES IN THE CONTRACT

15.2 Changes in the Service

The JWSC may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment and signed and sealed by the parties. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the JWSC.

The JWSC may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the JWSC shall indicate this intent in a written notice to the Contractor.

15.3 Changes in Contract Price

The contract price shall be changed only by a mutual agreement by the Contractor and the JWSC transmitted as a Contract Amendment. The Contractor shall, when required by the JWSC, furnish to the JWSC the method and justification used in computing the change in price as related to the services ordered.

15.4 Changes in Contract period

The Contract Period shall be changed only by a Contract Amendment. Changes in the services described in above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the JWSC and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

16.1 PAYMENTS AND COMPLETION

16.2 Application for payment

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to the Contract Project Representative listed in Paragraph 2.0.

16.3 Certificate for Payments

If the Contractor has made application for payment, as above, then the Contract Project Representative will issue a Certificate for Payment to the Finance Division for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Certificate. After the Certificate for Payment has been issued, the Finance Division shall pay to the Contractor within thirty (30) days the amount covering services completed. No Certificate for Payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

16.4 Failure of payment

If the Contract Project Representative fails to approve an application for payment, through no fault of the Contractor, within seven (7) working days after receipt from the Contractor, or if the Finance Division fails to pay the Contractor within thirty (30) days after receipt of a Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The JWSC reserves the right to reject the Contract Project Representative's certification of any request for payment by the Contractor without the accrual of interest.

16.5 Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated , are superseded by the terms and conditions of this agreement.

16.6 Final Payment

Upon receipt of written notice from the Contractor that all contracted services are complete, the Contract Administrator will, within a reasonable time, review all services and reports. If the Contract Administrator finds the services and reports of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents, he shall, within a reasonable time, direct the Finance Division that final payment be made. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

17.0 CONTRACTOR'S CLAIM

No claim for additional or other compensation beyond the contract price shall be allowable unless the Contractor makes **written demand therefore within thirty (30)** days of the occurrence of any event which gives rise to such claim.

18.0 CONTRACT AGREEMENT JURISDICTION

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of, or in any manner relating to, this Agreement shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Agreement , expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or *forum non conveniens* or any similar basis.

19.0 OWNERSHIP OF DATA

All data and other records supplied to the Contractor for this project shall remain the sole property of the JWSC. The Contractor shall not, without written consent , copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract pursuant to this IFB, and will return submitted records to the JWSC upon completion of the work hereunder. The JWSC shall have the right, without the consent of the Contractor, to extract such data in industry standard formats, using standard Contractor utilities and at no cost to the JWSC. The JWSC acknowledges that the storage, compilation, format, and layout constitute proprietary and secret trade information of the Contractor , and are protected by Federal copyright law.

