

**PROPOSAL DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

**ENGINEERING AND DESIGN PROPOSAL FOR PUMPSTATION 2032
REGIONAL FORCEMAIN IMPROVEMENTS**

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GENERAL CONDITIONS

Oath

State of Georgia
City of Brunswick
County of Glynn

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

ENGINEERING AND DESIGN PROPOSALS FOR PUMPSTATION 2032 FORCEMAIN IMPROVEMENTS

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 _____ 2016.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the ____ day of _____ 2016.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(SEAL)

AFFIDAVIT

This Proposal 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 Proposer 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 Proposer.

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

The successful Proposer understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Proposer, 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 Proposer understands that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal 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 Proposer's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Proposer's response.

Company Name: _____

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

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (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	[]	[]	h. Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
b. Embezzlement	[]	[]			
c. Tax Evasion	[]	[]		[]	[]
d. Bribery	[]	[]	i. False/misleading advertising	[]	[]
e. Extortion	[]	[]	j. Perjury	[]	[]
f. Jury Tampering	[]	[]	k. Conspiracy to commit any of the Foregoing offenses		
g. Anti-Trust Violations	[]	[]		[]	[]

Civil Proceedings: Has the Proposer 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	[]	[]	c. Violations of securities laws (state & federal)	[]	[]
b. Consumer fraud misrepresentation	[]	[]	d. False / misleading advertising	[]	[]
			e. Violation of local Government ordinances	[]	[]

License Revocation: Has the Proposer 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 []

Responses: If "yes" is the response to any of the questions on the previous page, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

REPRESENTATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

EEO Plan: The successful Proposer 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 Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-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 Proposer 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 Proposer have the above EEO policy in place?

[] Yes [] No

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

[] Yes [] No

Statement of Assurance: The Proposer 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)

PART G - E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) 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/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 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 _____, 2016.

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.

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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 _____, 2016.

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 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 an Invitation for Bids on or about **DATE** (hereinafter referred to as the “Solicitation”) from qualified vendors to provide for its **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS** (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 _____, 2016, 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, **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS** dated May 13, 2016 including Addendums, if any.
 - (2) Contractor's Bid for dated _____, 2016.

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

- Part A: Contract Form
- Part B: Affidavit of Payment of Claims
- Part C: Certificate of Insurance
- Part D: Certificate of Drug Free Workplace
- Part E: E-Verify Contractor Affidavit and Agreement
- Part F: 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 **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS**, in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Bid, the Invitation 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 **ninety (90)** 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 **One Thousand Dollars (\$1,000.00)** 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 agreed 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 complete 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 the Project and listed at Exhibit "A," 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 **ninety (90)** 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 elect's 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 – NOT REQUIRED FOR THIS CONTRACT

- (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: Office of the Executive Director
Brunswick-Glynn County Joint Water
and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

(3) Copy to: Charles A. 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: _____
Thomas A. Boland, Sr., Chairperson

Attest to:

By: _____ Date and SEAL
Sandra Egan, Notary

PART A: CONTRACT FORM CONTINUED

Please be advised that the Contract Form, herein above, contemplates the Project described and when the successful Bidder is selected and the Project awarded, then JWSC will provide the successful Proposer with a **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS** agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.

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

_____ this the ____ day of _____, 2016,

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 **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS.**

CONTRACTOR

Company: _____

By: _____

Title: _____

(SEAL)

Sworn to and subscribed before me this the ____ day of _____, 2016.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

PART C - 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, 1703 GLOUCESTER STREET, 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:** _____

2. **Project Name:** **PUMPSTATION 2032 REGIONAL FORCEMAIN IMPROVEMENTS**

3. **Policy Number(s):** _____

Date: _____
(Insurance Company)

Issued At: _____
(Authorized Representative)

Address: _____

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

PART D – 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 in 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: _____

GENERAL CONDITIONS

INDEX:

0.0 Definitions	1.0 Contract Administration
2.0 Contract Project Representative	3.0 Notice of Award of Contract
4.0 Execution of Contract Documents	5.0 Notice to Proceed
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12.0 Laws and Regulations	13.0 Notice and Service Thereof
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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.

Bid. 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.

Day. 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.

Furnish. 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.

May. 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.

Shall. 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.

Work. 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 RFP shall be the Executive Director (912) 261-7112. 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: Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520
Phone: (912) 261-7112

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. Todd Kline., P.E., Senior Engineer Planning & Construction Division
1703 Gloucester Street
Brunswick, Georgia 31520
Phone: (912) 261-7122
Email: tkline@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.

4.0 EXECUTION OF CONTRACT DOCUMENTS

- 4.1** 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.
- 4.2** 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
- 4.3** 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.
- 4.4** 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.

7.0 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 A.M. 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:

7.1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts;

7.2 Claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the successful Bidder;

7.3 Claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the successful Bidder;

7.4 Claims for damages insured by usual personal injury liability coverage which are sustained by any other person;

7.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

7.6 Claims for damages because of professional errors and omissions; and

7.7 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

9.0 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:

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.

13.0 NOTICE AND SERVICE THEREOF

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

13.3 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.

15.0 CHANGES IN THE CONTRACT

15.1 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.

15.2 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.

15.3 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.

16.0 PAYMENTS AND COMPLETION

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.