



**INVITATION TO BID 19-008
ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT
BGJWSC PROJECT NO. 806
TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

Mandatory Pre-Bid Meeting:

Tuesday, November 13, 2018 – 2:00 p.m.

**JWSC Commission Chambers
1703 Gloucester Street
Brunswick, Georgia 31520**

Site Visit to immediately follow:

**2909 Newcastle Street
Brunswick, Georgia 31520**

Bids Due by 12:00 NOON, EST on Friday, December 7, 2018 to:

**Office of Procurement
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127**

Pamela Drury-Crosby, Procurement Director

pcrosby@bgjwsc.org

Complete RFP Document and Specifications may be accessed electronically at

<http://www.bgjwsc.org/about-the-bgjwsc/bid-opportunities-and-rfps/>

**Please Label Submission with Firm's Name, Address and Project Title:
"Sealed Bid – Academy Creek WWTP Oxygen Piping Replacement –
BGJWSC Project No. 806"**

INVITATION FOR BIDS

ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT BGJWSC PROJECT NO. 806

Sealed bids will be received by the Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC) at the JWSC's Office of the Procurement Director, 1703 Gloucester Street, Brunswick, Georgia 31520 until **12:00 NOON, EST, Friday, December 7, 2018**, at which time and place they will be publicly opened and read aloud.

Plans, specifications and bidding documents are on file at the JWSC Main Office, 1703 Gloucester Street, Brunswick, GA 31520. The documents are also available electronically at <http://www.bgjwsc.org/about-the-bgjwsc/bid-opportunities-and-rfps/> or (CD) free of charge. All addenda will be available electronically on the BGJWSC website. Interested bidders are advised to review these postings frequently throughout the solicitation process and prior to all bid submissions being finalized to ensure the most accurate information is being taken into consideration.

SCOPE OF WORK

The scope of work generally includes:

- the replacement of approximately 800 linear feet of 3-inch, 4-inch, 6-inch and 8-inch above-ground carbon steel oxygen piping with stainless steel piping including valves and pipe supports,
- the replacement of a 100 HP blower and a 5 HP blower,
- the construction of reinforced concrete foundations for an oxygen tank, blower and pipe supports and
- associated electrical and SCADA work

A **mandatory pre-bid meeting** will be held in the JWSC Commission Chambers, 1703 Gloucester Street, Brunswick, Georgia 31520, **Tuesday, November 13, 2018 at 2:00 p.m., EST**, followed by an optional site visit.

The deadline for questions is Friday, November 16, 2018 at 5:00 p.m., EST. Answers to the official questions regarding this project will be posted no later than **Tuesday, November 27, 2018 at NOON, EST**.

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.

**Brunswick - Glynn County
Joint Water and Sewer Commission**

**BIDDING DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

**ACADEMY CREEK WWTP OXYGEN PIPING
REPLACEMENT
BGJWSC PROJECT NO. 806**

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**ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT
BGJWSC PROJECT NO. 806**

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BIDDING DOCUMENTS

Office of the Director of Procurement

**Brunswick-Glynn County
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520**

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

Instructions to Bidders

1. Intent and Timeline

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 and all questions during the bidding period must be submitted in writing via e-mail to the Director of Procurement, Pam Crosby at pcrosby@bgjwsc.org on or before **5:00 p.m., EST. on Friday, November 16, 2018.** Requests for clarification received after this date will not be considered. Responses to requests for clarification and questions will be issued by addendum and will be posted on the JWSC website (www.bgjwsc.org). The bid due date is **NOON, EST. on Friday, December 7, 2018.**

Timeline

Date	Event
Wednesday, 10/24/2018 - 5:00 p.m.	IFB Released - First Newspaper Advertisement appears
Thursday, 11/08/2018 - 5:00 p.m.	Second Newspaper Advertisement appears
Tuesday, 11/13/2018 - 2:00 p.m.	Mandatory Pre-Bid Meeting Held; Optional Site Visit
Thursday, 11/15/2018 - NOON	Issue any addenda that is a result of pre-bid feedback
Friday, 11/16/2018 - 5:00 p.m.	Deadline for Questions
Tuesday, 11/27/2018 - NOON	Issue Addenda for responses to final questions
Friday, 12/07/2018 - NOON	Bids Due
Friday, 12/07/2018 - 5:00 p.m.	Bid Tabulation
Thursday, 12/20/2018 – 2:00 p.m.	Full Commission Approval
Friday, 12/21/2018 – 01/07/2019	Execute Contract Documents
Week of 01/07/2019	Pre-Construction Meeting
Week of 01/14/2019	Issue Notice To Proceed - Physical Construction Begins

2. Work to be Done

The work to be performed under this contract consists of furnishing all skill, labor, materials (unless noted otherwise), tools, equipment and incidentals required to construct complete, in place, and ready to operate an oxygen piping system in Glynn County and the City of Brunswick, Georgia. More specifically, the work includes, but is not limited to:

The replacement of approximately 800 linear feet of 3-inch, 4-inch, 6-inch and 8-inch above-ground carbon steel oxygen piping with stainless steel piping including valves and pipe supports, the replacement of a 100 HP blower and a 5 HP blower, the construction of reinforced concrete foundations for an oxygen tank, blower and pipe supports, and associated electrical and SCADA work.

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 project site. A **mandatory pre-bid meeting** will be held in the JWSC Commission Chambers, 1703 Gloucester Street, Brunswick, Georgia 31520 on **Tuesday, November 13, 2018 at 2:00 p.m., EST**, followed by a mandatory site visit for bidders.

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; if awarded.

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 (including proposed subcontractors),
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.

6. Bid Alternates

Bidders are requested to review bid alternates, if any, as outlined on the Bid Form.

7. Contract Time

Contract time shall consist of **one hundred twenty (120) consecutive calendar days** for the completion of work, to be computed from the date of the Notice to Proceed. 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 Thousand Dollars (\$2,000.00)** 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

ACADEMY CREEK OXYGEN PIPING REPLACEMENT

BGJWSC PROJECT NO. 806

The Bidder shall submit ***one (1) original Bid, five (5) duplicates (hardcopies) and one (1) electronic copy (USB or CD)*** 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, address and Georgia Utility Contractor's License Number. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail.

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.

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 IFB, 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

ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT - BGJWSC PROJECT NO. 806

BASE BID (Reference Section 01150 of the Technical Specifications for Scope of Each Item)					
Item	Description	QTY	Unit	Unit Price	Total
1	Mobilization, Demobilization, Insurance & Bonds	1	LS	\$	\$
2	Remove Existing Tank and Store On-Site	1	LS	\$	\$
3	Reinforced Concrete Foundation for Tank including Demo of Existing Foundation	1	LS	\$	\$
4	Miscellaneous Concrete Pads/Foundations	15	CY	\$	\$
5	Remove and Replace Pipe and Supports – Section 1	1	LS	\$	\$
6	Remove and Replace Pipe and Supports – Section 2	1	LS	\$	\$
7	Remove and Replace Pipe and Supports – Section 3	1	LS	\$	\$
8	Remove and Replace Pipe and Supports – Section 4	1	LS	\$	\$
9	Remove and Replace Pipe and Supports – Section 5	1	LS	\$	\$
10	Remove and Replace Pipe and Supports – Section 6	1	LS	\$	\$
11	Remove and Replace Pipe and Supports – Section 7	1	LS	\$	\$
12	Remove and Replace Pipe and Supports – Section 8	1	LS	\$	\$
13	Remove and Replace Pipe and Supports – Section 9	1	LS	\$	\$
14	Remove and Replace Pipe and Supports – Section 10	1	LS	\$	\$
15	Install 5 HP Blower	1	LS	\$	\$
16	Install 100 HP Blower and Control Panel	1	LS	\$	\$
17	Install 4-inch Motor-Actuated BFV	2	EA	\$	\$
18	Install 8-inch Motor-Actuated BFV	2	EA	\$	\$
19	Install 3-inch Lever-Operated BFV	2	EA	\$	\$
20	Install 6-inch Lever-Operated BFV	6	EA	\$	\$
21	SCADA Allowance	1	LS	\$	\$
22	Miscellaneous Items including support work for SCADA/ instrumentation, final site cleanup and restoration necessary for a complete job but not otherwise listed in this proposal.	1	LS	\$	\$
Sub-Total Base Bid				\$	
10% Supplemental Work Allowance				\$	
Total Base Bid				\$	

Total Base Bid in Words: _____

Oath

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

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

ACADEMY CREEK WWTP OXYGEN PIPING

REPLACEMENT

PROJECT NO. 806

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 _____ 2018.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the _____ day of _____ 2018.

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:

ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT

JWSC PROJECT NO. 806

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 _____, 2018.

PRINCIPAL: _____

Signed and sealed in the Presence of:

By: _____

Title: _____

1. _____

(Seal)

2. _____

=====
SURETY: _____

Signed and sealed in the Presence of:

By: _____

Title: _____

1. _____

(Seal)

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

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 []

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.

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
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127 Phone
(912) 261-7178 Fax
E-Mail: pcrosby@bgjwsc.org

PART A	<i>Contract Form</i>
PART B	<i>Performance Bond</i>
PART C	<i>Payment Bond</i>
PART D	<i>Affidavit of Payment of Claims</i>
PART E	<i>Certificate of Insurance</i>
PART F	<i>Certificate of Drug Free Workplace</i>
PART G	<i>E-Verify Contractor Affidavit and Agreement</i>
PART H	<i>E-Verify Sub-Contractor Affidavit and Agreement</i>

PART A – CONTRACT FORM

**CONTRACT FOR SERVICES
BY AND BETWEEN**

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

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 _____, a _____ 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 _____ (hereinafter referred to as the “Solicitation”) from qualified vendors to provide for its **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT, BGJWSC PROJECT NO. 806** (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 _____, 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 _____ including Addendums, if any.
 - (2) Contractor's Bid for **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT, BGJWSC PROJECT NO. 806** dated _____, 2018.

(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 **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT, BGJWSC PROJECT NO. 806**, 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, Special Conditions, Construction Plans, Standards for Water and Sewer Design and Construction, Technical Specifications, 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 **one hundred twenty (120) 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 Thousand Dollars (\$2,000.00)** 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, Technical Specifications, 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 **one hundred twenty (120)** 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 any one 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: **Name of Contractor**

 - (2) If to JWSC: Jimmy W. Junkin, 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: _____
Donald M. Elliott, Chairman

Attest to:

By: _____ Date and SEAL
Jimmy W. Junkin, Executive Director

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 Bidder with a **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 806** agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.

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 **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 806** 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 _____, 2018, 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 **ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 806** 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 _____, 2018, 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 _____, 2018,
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
_____ (Contractor), last signed _____
_____ for the **ACADEMY CREEK WWTP
OXYGEN PIPING REPLACEMENTBGJWSC PROJECT NO. 806**

CONTRACTOR

Company: _____

By: _____

Title: _____

(SEAL)

Sworn to and subscribed before me this the ____ day of _____, 2018.

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, 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: ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT – GLYNN
COUNTY, GEORGIA, BGJWSC PROJECT NO.**

3. 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 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: _____

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 _____, 2018.

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 _____, 2018.

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 CONDITIONS

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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 IFB shall be Mr. Jimmy W. Junkin, 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: Mr. Jimmy W. Junkin, Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520
Phone: (912) 261-7112
E-Mail: jjunkin@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. Andrew Burroughs., P.E., Deputy Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520
Phone: (912) 261-7100
Email: aburroughs@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 (10) 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 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:

- 7.2** 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.

SPECIAL CONDITIONS

1.0 EXISTING FACILITY OPERATIONS

The Contractor shall coordinate the work with the Owner so that the construction activities required do not interfere with or prevent the operation of the existing facilities. If at any time, any portion of the facility is out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facility is out of service. Extended outages will require that the Contractor provide, at Contractor's expense, any necessary by-pass pumping or other arrangements as required.

Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times established by the Owner when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration. Notify the Owner at least ten (10) days prior to relocating any facility piping or taking any existing facility component out of service.

2.1 PROJECT SCHEDULE

2.2 Project Schedule: The following activities shall be completed by the indicated date or days after Notice to Proceed.

Task or Milestone	Completion (Days after NTP)
Shop Drawing Submittals	
Completion and submission of all Shop Drawings by Contractor	14
Review of Shop Drawings By JWSC/Engineer	28
Re-submittal of Shop Drawings By Contractor (if Required)	35
Review of Re-submittal Shop Drawings By JWSC/Engineer (if Required)	42
Critical Submittals	
Project Schedule*	7
Schedule of Values*	7
Pipe Replacement and Tank Foundation Work Plan	7
Superintendent Qualifications and Contact Information	7
Final Completion of All work (including all restoration)	120
* The construction progress schedule shall show the proposed dates of commencement and completion of the various milestones of the work required under the contract as well as the anticipated amounts of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The construction progress schedule will be a true reflection of the actual construction progress, shall be reviewed and updated for the bi-weekly project meetings and submitted with the monthly periodic payment request. The monthly payment request shall not be considered complete without the accurately updated construction progress schedule.	

2.3 Work Hours

Unless otherwise noted in the Contract Documents, the time allotted for completion of the project is based on a standard work week with construction activities between 7:00 a.m. and 7:00 p.m., Monday through Friday. Contractor shall coordinate any necessary night or weekend construction activities a minimum of 24 hours in advance with the JWSC project representative.

2.4 Delays

Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by Act of God as described in the General Conditions. Within thirty (30) days after the onset of a delay, Contractor shall notify the JWSC in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. In the case of continuing delay for the same cause, only one notice of delay is necessary. Failure to provide this notice within thirty (30) days of the delay waives any claim for extension of time resulting from such delay. If the delay is due to the failure of another contractor on a separate but conflicting project to complete its work in a timely manner, changes ordered in the Work, an Act of God event, or any other cause which the JWSC, in its sole judgment and discretion, determines to justify the delay, then the Contract Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

3.1 SUBSTITUTIONS

This Section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

For the purposes of these Contract Documents, a "substitute item" shall be defined as one of the following:

A product or manufacturer offered as a replacement to a specified product or manufacturer.

A product or manufacturer offered in addition to a specified product or manufacturer.

A “substitute construction method” shall be defined as one of the following:

A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.

A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to compliance with all provisions in the Contract Documents for that item or construction method.

For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless otherwise indicated in the Contract Documents.

If the manufacturer is named on the drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the drawings and specifications are acceptable.

Whenever the Engineer’s design is based upon a specific product or process of a specific manufacturer, that manufacturer shall be so listed in the specifications or on the drawings, and such product or process shall be used in the base bid.

Any **Contractor** proposing to furnish products or processes other than those listed as base bid items shall make a written application for approval of the proposed substitution to the JWSC/Engineer at least 15 days prior to the date set for receipt of bids. The minimum information required in the application is listed below.

- A. Documentation demonstrating that the item being proposed as a substitute will fit in the space allowed, perform the same functions and have the same capabilities as the product or process specified.
- B. A letter signed by an officer of the company certifying compliance with the specifications without exception.**
- C. Installation list with contacts and phone numbers for the same minimum number of installations and years of experience as the specified product or process.
- D. Complete descriptive and technical data addressing all specification requirements.
- E. Complete list of deviations from the specifications as written.
- F. Identification of accessory items required as a result of the proposed substitution.

- G. Identification of all architectural, structural, mechanical, piping, electrical or other modifications required as a result of the proposed substitution.

Whenever a product specification includes minimum experience requirements which the proposed substitution cannot meet, a condition of approval will require that the manufacturer furnish the Owner with a cash deposit or bond acceptable to the Owner in an amount equal to the cost of the product or process which shall remain in effect until the experience requirement has been met.

The burden of proving equivalency of a proposed substitute to an item designated by trade name or manufacturer's name referenced on the drawings or in the specifications rests on the party submitting the request for approval. The JWSC/Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users or any other written information that is reasonable under the circumstances. The degree of proof required for approval of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the JWSC/Engineer beyond all doubt. To be acceptable, a proposed substitute must meet or exceed all requirements of the drawings and specifications.

If the proposed substitution is approved, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids listing any and all approved substitutions. If approved, the bidder may offer a price for the substitution in the bid form for the Owner's consideration. The bid offered shall include the cost of all additional architectural, structural, mechanical, piping, electrical or other modifications, including engineering and design costs, required as a result of the proposed substitution. The JWSC/Engineer shall be the final judge on questions of equivalence.

4.1 SUBMITTALS

The work under this Section includes submittal to the JWSC/Engineer of shop drawings, product data and samples required by the various sections of these specifications. The submittal contents required are specified under each Section.

4.2 Definitions

Shop Drawings: Shop drawings include technical data, drawings, diagrams, procedures and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.

Product Data: Product data includes standard printed information on materials, products and systems, not specifically prepared for this project other than the designation of selections from among available choices printed therein.

Samples: Samples include both fabricated and un-fabricated physical

examples of materials, products and units of work, both as complete units and smaller portions of units of work, either for limited visual inspection or more detailed testing and analysis.

4.3 Routing of Submittals

Submittals and routine correspondence shall be routed as follows:

- Supplier to Contractor
- Contractor to JWSC
- JWSC to Engineer
- Engineer to JWSC
- JWSC to Contractor
- Contractor to Supplier

4.4 Submittal Log

The Contractor shall submit to the Engineer a complete list of preliminary items for which shop drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

The Engineer will review the submitted preliminary shop drawing list and information and will develop a submittal log required for the project. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the JWSC and the Engineer. This log should include the following items:

1. Submittal-Description and Number assigned.
2. Date to JWSC.
3. Date returned to Contractor (from JWSC).
4. Approval Status of Submittal.
5. Date of Resubmittal and Return (as applicable).
6. Date material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submittal.
10. Related Specification Section.
11. Related Drawings Sheet Number.

4.5 Contractor's Responsibilities

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material

or equipment shall be as described in the submittal. The Contractor shall verify in writing that all features of all products conform to the requirements of the drawings and specifications. **If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer and the shop drawings shall clearly indicate any deviations in the submittal from the requirements of the Contract Documents.** Submittal documents shall be clearly edited to indicate only those items which are being submitted for review. All extraneous material shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and shall notify the JWSC/Engineer in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors.

The transmittal letter which accompanies all submittals must include the following information:

1. Date.
2. Project Title and Number.
3. Contractor's name, address, phone and fax numbers.
4. The number of each Shop Drawing, Project Data, and Sample submitted.
5. Notification of Deviations from Contract Documents.
6. Submittal Log Number.

Before each submittal, the Contractor shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the work; and all information relative to the Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Submittal documents common to more than one piece of equipment shall be identified with the appropriate equipment numbers and specification section and paragraph. Each submittal shall bear a stamp or written indication that the Contractor's obligations under the contract with respect to the Contractor's review and approval of that submittal have been met. Any deviations from the requirements of the drawings and specifications shall be noted on the submittals.

The Contractor shall submit six (6) copies of all specified information and/or submittals may be made electronically in PDF format. **Submittals which do not have all the information required to be submitted including notification of deviations and the Contractor's stamp or written indication of review, are not acceptable and will be returned without**

review.

The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by JWSC of the necessary Shop Drawings.

The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

4.6 Review Procedures

The JWSC/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction, or to verifying quantities, dimensions, weights, or fabrication processes, or to safety precautions or programs incident thereto. Unless otherwise specified, within fourteen days after receipt of a submittal, the JWSC/Engineer will review the submittal and return three (3) copies or an electronic PDF format of the review to the Contractor with comments. The returned submittals will indicate one of the following actions:

- If the review indicates conformance with the drawings and specifications, submittal copies will be marked "**NO EXCEPTIONS TAKEN**". In this event, the Contractor may begin to implement the work or incorporate the material or equipment covered by this submittal.
- If the review indicates limited corrections are required, submittal copies will be marked "**MAKE CORRECTIONS NOTED**". The Contractor may begin implementing the work or incorporate the materials or equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated into Operation and Maintenance data, a corrected copy shall be provided.
- If the review indicates that the submittal is insufficient or contains incorrect data, submittal copies will be marked "**AMEND AND RESUBMIT**". Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
- If the review indicates that the submittal does not comply with the drawings and specifications, submittal copies will be marked "**REJECTED - SEE REMARKS**". Submittals with deviations that have not been clearly identified will be rejected. Except at his own

risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

Review of drawings, submittals, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors and omissions therein and shall not be regarded as an assumption of risks or liability by JWSC or Engineer or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure, or the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the JWSC/Engineer has no objection to the Contractor, upon his own responsibility, using or providing the materials or equipment proposed.

5.0 INTERPRETATION OF PLANS AND SPECIFICATIONS

All questions regarding the meaning or intent of the plans, specifications and contract documents shall be directed in writing to the JWSC's Contract Project Representative identified in Paragraph 2.0 of the General Conditions. Reference may be made throughout the Contract Documents to the Standards for Water and Sewer Design and Construction of the Brunswick – Glynn County Joint Water and Sewer Commission. In the event of a conflict between the aforementioned Standards and the project plans and specifications prepared by Four Waters Engineering, Inc. (4Waters), the 4Waters plans and specifications shall take precedence.

6.1 FIELD ENGINEERING

Field engineering shall include all surveying work required to layout the proposed facilities and control the location of the finished project. The Contractor shall be solely responsible for constructing the project to the correct horizontal and vertical alignment as shown on the drawings and as specified herein. The Contractor shall assume all costs associated with rectifying any work constructed in the wrong location.

The drawings provide the location and/or coordinates of principal components of the project.

6.2 Owner's Responsibilities

The Owner will provide the following:

- At least one (1) vertical control point on the project site with its elevation
- A topographic survey (included on the drawings)

The Owner may, acting through the Engineer, order changes to the location

of some of the components of the project or provide clarification to questions regarding the correct alignment.

6.3 Contractor's Responsibilities

The Contractor's responsibilities include but are not limited to the following:

- Be responsible for setting reference points and/or offsets, establishment of baselines, and all other layout, staking and other surveying required for the construction of the project.
- Safeguard all reference points, stakes, grade marks, horizontal and vertical control points, and bear the cost of re-establishing same if disturbed.
- Stake out temporary and permanent easements or the limits of construction to ensure that the work is not deviating from the indicated limits.
- Record drawing surveys shall be performed in accordance with Paragraph 7.0 of these Special Conditions.

Baselines shall be defined as the line to which the location of the work is referenced, i.e. edge of pavement, road centerline, property line, right of way or survey line.

7.1 RECORD DOCUMENTS

The work under this Section includes but is not limited to the compiling, maintaining, recording and submitting of project record documents as herein specified.

Record documents include but are not limited to the following:

- Drawings
- Specifications
- Change orders and other modifications to the Contract
- Engineer field orders or written instructions, including requests for information (RFI) and clarification memos
- Reviewed shop drawings, product data and samples
- Test records

The Contractor shall maintain on-site an up to date set of As-Built Drawings.

7.2 Record Drawings

The Contractor is solely responsible for proper and correct documentation of all work, and for meeting the following As-Built requirements. The Contractor shall plan ahead and have their surveyor on-site to record information and

data during construction. As-Built Drawings maintained by the Contractor shall provide dimensions, distances and coordinates to the nearest 0.1 foot. Elevations shall be provided to the nearest 0.01 foot.

Contractor shall provide Final As-Built drawings to the Engineer of Record in AutoCAD format, in Georgia State Plane East Zone Coordinates (Horizontal Datum NAD 83 and Vertical Datum NAVD88), conducted by a surveyor licensed in the State of Georgia of all installed components of the project from a post construction field run survey. As-Built data provided to the Engineer of Record for incorporation into the Record Drawings shall include Horizontal Directional Drill pipe installation information in plan and profile views in AutoCAD format with X, Y, and Z coordinates in Georgia State Plane East Zone Coordinates (Horizontal Datum NAD 83 and Vertical Datum NAVD88) conducted by a surveyor licensed in the State of Georgia. Directional Drill Bore Log shall be provided as part of the As-Built documentation and shall be in Georgia State Plane East Zone Coordinates (Horizontal Datum NAD 83 and Vertical Datum NAVD88) and be relative to the established surface survey bench mark and baseline stationing that is tied to existing, fixed and visible sight features. Directional Drill Bore Log shall show recorded X, Y, and Z locations of the drill head at minimum every 20 feet in the AutoCAD format documentation.

The Contractor shall pay all surveying and preparation costs associated with the Final As-Built Drawings. The Final As-Built Drawings shall provide elevations to the nearest 0.01 foot for all manhole inverts, manholes frames and all other pertinent items constructed by the Contractor. The Final As-Built Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot and angles to the nearest 10 seconds.

Final As-Built Drawings shall be labeled "FINAL AS-BUILT DRAWINGS" and shall include the name of the licensed surveyor who prepared the drawings, the date the survey was conducted, certification statement with the horizontal and vertical datum used, and surveyor's seal.

Final As-Built Drawings shall include the following:

- Horizontal and vertical location of all exposed and underground piping systems, valves, appurtenances, fittings, taps; etc., and all deviations from the design plans. Provide size, material, top of pipe elevations, invert elevations, slope percentages, length and type of all pipes, vertical clearances at each utility crossing.
- Location and dimensions of roadways and parking areas;
- Location of structures including finish floor elevations, tank depths, top and bottom elevations;
- Horizontal angle and distance between manholes;

- If profiles or cross-sections are part of the design plans, then As-Built data shall be shown on each profile or cross-section on the As-Built drawings.

The Engineer of Record shall review and utilize the Final As-Built information provided by the Contractor for the preparation of the Final Record Drawings. Contractor shall provide written certification of the accuracy and completeness of the Final As-Built information provided to the Engineer of Record.

7.3 Specifications

Legibly mark each section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually furnished. Also record all changes made by Requests for Information (RFI), field order, clarification memorandums of Contract change order.

7.4 Submittal

At the completion of the project, deliver Record Documents to the JWSC/Engineer. Include a signed transmittal letter which lists the title and number of each record document. Final As-Built Drawings shall be provided as noted in Section 7.1.

8.0 WARRANTY

Contractor shall warrant that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of the Contract Documents, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after FINAL ACCEPTANCE OF THE WORK, unless otherwise specified in the Contract Documents. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to

perform warranty work. If Contractor fails to promptly correct the breach, the JWSC may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the JWSC for all expenses reasonably incurred in performing such corrective action.

9.0 SEWAGE SPILLS

9.1 Contractor Requirements

During the contract period the Contractor shall be responsible for repair of any damaged sewer system infrastructure and for any sewer system overflows or spills which result from the Contractor's activities. The Contractor shall be responsible for, at no cost to the Brunswick-Glynn County JWSC, the cleanup, notification, advertisement, monitoring, sampling and analysis, reporting, and other requirements as noted in the following section 8.2, of any sewer system overflows or spills which result from the Contractor's activities.

9.2 Georgia EPD Requirements for Sewage Spills

A. It shall be the duty of the person in charge of such substances at the time to forthwith notify EPD in person or by telephone of the location and nature of the danger, and it shall be such person's further duty to immediately take all reasonable and necessary steps to prevent injury to property and downstream users of said water.

1. Spills and Major Spills:

- a. A "spill" is any discharge of raw sewage by a Publicly Owned Treatment Works (POTW) to the waters of the State.
- b. A "major spill" means:
 - 1) The discharge of pollutants into waters of the State by a POTW that exceeds the weekly average permitted effluent limit for biochemical oxygen demand (5-day) or total suspended solids by 50 percent or greater in one day, provided that the effluent discharge concentration is equal to, or greater than 25 mg/L for biochemical oxygen demand or total suspended solids.
 - 2) Any discharge of raw sewage that 1) exceeds 10,000 gallons or 2) results in water quality violations in the waters of the State.

- c. "Consistently exceeding effluent limitation" means a POTW exceeding the 30-day average limit for biochemical oxygen demand or total suspended solids for at least five days out of each seven day period during a total period of 180 consecutive days.
2. The following specific requirements shall apply to POTW's. If a spill or major spill occurs, the owner of a POTW shall immediately:
 - a. Notify EPD, in person or by telephone, when a spill or major spill occurs in the system.
 - b. Report the incident to the local health department(s) for the area affected by the incident. The report at a minimum shall include the following:
 - 1) Date of the spill or major spill;
 - 2) Location and cause of the spill or major spill;
 - 3) Estimated volume discharged and name of receiving waters; and
 - 4) Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.
 - c. Post a notice as close as possible to where the spill or major spill occurred and where the spill entered State waters and also post additional notices along portions of the waterway affected by the incident (i.e. bridge crossings, boat ramps, recreational areas, and other points of public access to the affected waterway). The notice at a minimum shall include the same information required in 8.2 A. 2. b. (1-4) above. These notices shall remain in place for a minimum of seven days after the spill or major spill has ceased.
 - d. Within 24 hours of becoming aware of a spill or major spill, the owner of a POTW shall report the incident to the local media (television, radio, and print media). The report shall include the same information required in 8.2 A. 2. b (1-4) above.
 - e. Within five (5) days (of the date of the spill or major spill), the owner of a POTW shall submit to EPD a written report which includes the same information required in 8.2 A. 2. b (1 -4) above.

- f. Within 7 days (after the date of a major spill), the owner of a POTW responsible for the major spill, shall publish a notice in the largest legal organ of the County where the incident occurred. The notice shall include the same information required in 8.2 A. 2. b (1-4) above.

- g. The owner of a POTW shall immediately establish a monitoring program of the receiving waters affected by a major spill or by consistently exceeding an effluent limit, with such monitoring being at the expense of the POTW for at least one year. The monitoring program shall include an upstream sampling point as well as sufficient downstream locations to accurately characterize the impact of the major spill or the consistent exceedance of effluent limitations described in the definition of "Consistently exceeding effluent limitation" above. As a minimum, the following parameters shall be monitored in the receiving stream:
 - 1) Dissolved Oxygen;
 - 2) Fecal Coliform Bacteria;
 - 3) pH;
 - 4) Temperature; and
 - 5) Other parameters required by the EPD.

- h. The monitoring and reporting frequency as well as the need to monitor additional parameters, will be determined by EPD. The results of the monitoring will be provided by the POTW owner to EPD and all downstream public agencies using the affected waters as a source of a public water supply. Within 24 hours of becoming aware of a major spill, the owner of a POTW shall provide notice of a major spill to every county, municipality, or other public agency whose public water supply is within a distance of 20 miles downstream and to any others which could be potentially affected by the major spill.

**Brunswick – Glynn County Joint
Water and Sewer Commission**

TECHNICAL SPECIFICATIONS

FOR

**ACADEMY CREEK WWTP OXYGEN PIPING REPLACEMENT
BGJWSC PROJECT NO. 806
BRUNSWICK, GEORGIA**

PREPARED BY

HUSSEY GAY BELL

TECHNICAL SPECIFICATIONS

Hussey Gay Bell Specifications

GENERAL REQUIREMENTS

01150 - Measurement and Payment

SITE WORK

02100 - Clearing and Grubbing
02210 - Erosion and Sedimentation Control
02221 - Excavation, Trenching & Backfill for Utility Systems
02480 - Grassing and Sodding
03100 – Concrete Formwork
03200 - Concrete Reinforcement
03250 - Concrete Joint Accessories
03300 - Cast-in-place Concrete
03600 – Non-Shrink Grout
04810 – Unit Masonry Assemblies
15000 – Mechanical General Provisions
15005 – Mechanical Coordination
15012 - Mechanical Standards
15013 - Mechanical Submittals
15015 - Mechanical Identification
15016 - Mechanical Work Closeout
15094 - Hangers and Supports
15993 - Stainless Steel Pipe and Fittings
15998 - Piping Specialties
15999 - Pipe Hangers and Supports
16000 - Electrical

ATTACHMENTS

Appendix A - Soil Borings (Terracon)
Appendix B - SCADA Quote (MR Systems)