



Brunswick-Glynn County Joint Water and Sewer Commission

Invitation For Bid 19-005

South Harrington Water Production Facility Service Pump and Installation for the Brunswick-Glynn County Joint Water and Sewer Commission

Responses Due by:

12:00 NOON, EST Tuesday, February 12, 2019 to:

Purchasing Division
Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7127

Submit responses in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.

Deadline for questions is Monday, January 28, 2019, no later than 5:00 p.m. EST.

Questions must be directed in writing (via e-mail) to the
Purchasing Director, Pamela Drury-Crosby, email- pcrosby@bgjwsc.org

FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website,
utilizing the following link:

<http://www.bgjwsc.org/departments/procurement/>

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SECTION 1

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INVITATION TO BID

South Harrington Water Production Facility Service Pump and Installation

I. Intent and Purpose

The Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) is seeking qualified firms to remove an existing water service pump and also furnish and install a new Water service pump. The location for the work will be the South Harrington Water Production facility, 161 S Harrington Drive, St. Simons Island, Georgia, 31522. For this project, JWSC requests qualified individuals and firms with specific experience in municipal water service pump removal and installation.

II. Scope of Work

The work to be accomplished includes the following:

- disconnection and removal of the existing service pump
- furnish and install new Peerless model 6AE14 Horizontal split case service pump
- replace check valve on discharge side of pump w/6" Clow or Mueller
- tie-in of the new pump to the existing service lines
- disposal of existing pump

The timeframe to complete this scope of work (including final reports) is estimated not to exceed (90) ninety calendar days. Bidders are advised to consider this aspect thoroughly as they plan and evaluate the multiple elements that will be involved to execute this project within the desired timeframe.

III. Schedule of Events

Listed below is the tentative schedule of events associated with this project:

Date	Event
01/11/2019	Solicitation Released; Bid Docs Available for prospective Bidders
1/29/2019	Deadline for Questions
02/12/2019	Bids Due
02/15/2019	Bid Award
02/15-02/28/2019	Contract Execution Period and Pre-Construction Meeting
No later than 05/31/2019	Completion of Work

IV. Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgement and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the JWSC.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the JWSC, as early as possible prior to the bid opening. Regarding requests for interpretations of specifications must be made in writing via email to the Purchasing Division no later than 5:00 p.m. EST on Monday, January 29, 2019. Please direct all questions to the Pamela Drury-Crosby, Purchasing Director at pcrosby@bgjwsc.org. No oral communications from the Owner Contact or other individual is binding. No contact with the JWSC staff, Commission members or any public official concerning the project during the procurement process is allowed, except through the owner contact. A violation of this provision may result in disqualification of Bidder.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the JWSC during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary. All updates to solicitation documents and any addenda will be posted on the JWSC website: <http://www.bgjwsc.org/departments/procurement/> It is the responsibility of all bidders to monitor this site for updates and addenda that may be added during the procurement process.
4. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.

5. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
6. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Brunswick-Glynn County Joint Water and Sewer Commission, 1703 Gloucester Street, Brunswick, GA 31520 ATTN: Purchasing Division.*
7. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the JWSC.
8. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
9. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
10. Bids shall not be withdrawn or cancelled by the bidder pas the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected sealed bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid opening originally

submitted. No modification or corrections will be allowed subsequent to the bid opening.

11. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items on the Bid Form.
12. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the JWSC for (60) days after the date set for the opening thereof.
13. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
14. The time slated for completion of this work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the JWSC of liquidated damages in an amount provided for by contract for each calendar day in excess of the contract time.
15. While price is the prime criteria, and the JWSC intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the JWSC in evaluating the bid package submitted. The following criteria shall also be utilized by the JWSC in determining the lowest responsible bid.
 - a. Ability of Bidder to perform in the time frame need by the JWSC.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the JWSC based on above-average prior performance of work with the Commission.
16. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
17. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
18. The Contract between the JWSC and the Contractor shall be executed on a form provided by JWSC and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase

Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.

19. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the JWSC, not as a penalty, but in liquidation of damages sustained. At the discretion of the JWSC, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the JWSC.
20. Any Contract shall be executed in duplicate.
21. The JWSC reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

One (1) original and two (2) copies of your response must be submitted no later than 12:00 Noon on Tuesday, February 12, 2019 to:

Pamela Drury-Crosby, Purchasing Director
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

V. Required Bid Submittals

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- A. Bid Form
- B. Detailed Project Schedule including anticipated lead time for pump and actual site work
- C. List of anticipated personnel involved in the removal and installation.
- D. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.

Failure to provide satisfactory references will result in the bid being deemed non-responsive.

- E. Certificate Of Insurance per JWSC requirements.

- F. Georgia Security and Immigration Compliance Act of 2006 form - Contractor Affidavit and Agreement form and Subcontractor Affidavit form (if applicable) <https://www.verify9.com/state-laws/georgia-e-verify/> JWSC cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with JWSC are responsible for independently apprising themselves and complying with the requirements of that law and its effect on JWSC procurements and their participation in those procurements.
- G. Georgia Drug Free Workplace Affidavit
- H. Addenda (if any issued)
- I. Contract (use general terms and conditions)

After selection of the agency, a proposed contract shall be supplied and is subject to review and approval of the JWSC Attorney. Specific insurance requirements will be established and added as an attachment to the final contract.

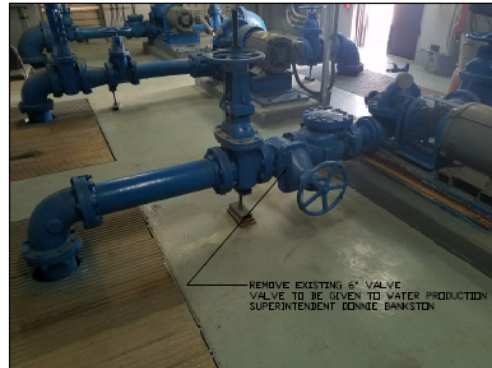
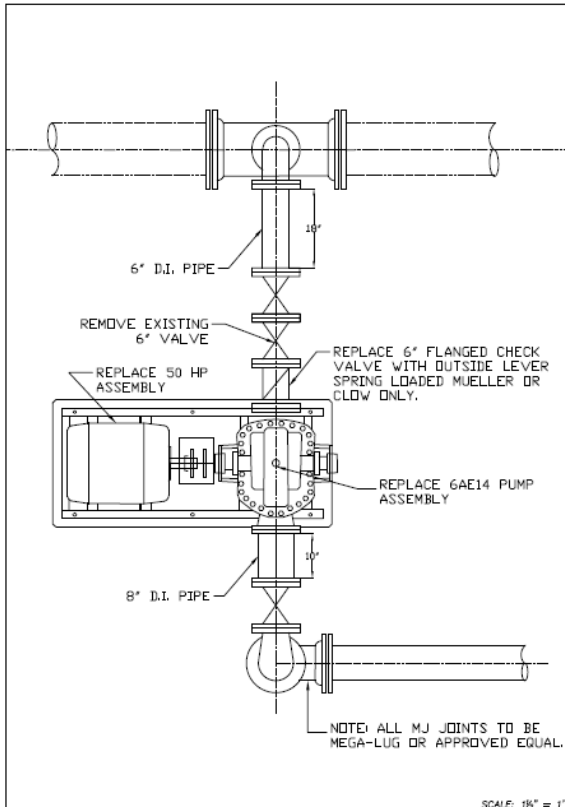
SECTION 2

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EXHIBIT A

PUMP DRAWING

PUMP DRAWING



CALL BEFORE YOU DIG!
 At least 72 hours prior to construction
 (1) Call 800-4-A-DAVE (3238) to request
 a copy of the state approved
 (2) Call 800-4-A-DAVE (3238) to request
 a copy of the state approved



**SOUTH HARKINGTON WELL
 PUMP REPLACEMENT**
 HUNTERDON COUNTY WATER & SEWER COMMISSION

NO.	DATE	DESCRIPTION
1	11/11/2020	ISSUED FOR PERMIT
2	11/11/2020	ISSUED FOR PERMIT
3	11/11/2020	ISSUED FOR PERMIT
4	11/11/2020	ISSUED FOR PERMIT
5	11/11/2020	ISSUED FOR PERMIT
6	11/11/2020	ISSUED FOR PERMIT
7	11/11/2020	ISSUED FOR PERMIT
8	11/11/2020	ISSUED FOR PERMIT
9	11/11/2020	ISSUED FOR PERMIT
10	11/11/2020	ISSUED FOR PERMIT

REVISIONS

P-1

EXHIBIT B

BID FORM

BID FORM

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____(insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Brunswick-Glynn County Joint Water and Sewer Commission (hereinafter "Owner" or JWSC). In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **South Harrington Water Production Facility Service Pump and Installation** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents. Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

CONTRACT TIME:

Bidder hereby agrees to execute the agreement within fourteen (14) calendar days of Notice of Award or as specified by JWSC. Each individual project work order shall be completed within the time period as agreed to by both parties at the time of the individual project work order issuance. If said work is not completed within the time frame stated on the individual project work order, the Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete for that particular individual project work order.

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Pay Item Schedule.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

Item	Description	QTY	Unit	Unit Price	Extended Cost
1	Mobilization for Project Work	1	Lump Sum		
2	Removal of Existing Service Pump	1	Lump Sum		
3	Peerless Model 6AE14 50HP service pump	1	Each		
4	Discharge-side check valve replacement w/6" Clow or Mueller	1	Each		
5	Installation of new service pump including tie in to existing service lines	1	Lump Sum		
6	Miscellaneous items for a complete job but not otherwise listed in this proposal	1	Lump Sum		
	Total Bid:				

To be considered responsive, bidders are required to bid on all work items listed on the Bid Form – Pay Item Schedule.

Submitted by:

(NAME OF BIDDER)

By:

(SIGNATURE)

(TITLE)

(DATE)
(SEAL) (ATTEST)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

Submitted by: _____
(NAME OF BIDDER)

EXHIBIT C

BIDDER QUALIFICATION FORM

BIDDER QUALIFICATION FORM

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company
 Privately Held Corporation/LLC Partnership
 Publicly Owned Company Attorney

Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

REFERENCES

LIST AT LEAST THREE (3) SIMILAR MUNICIPAL WATER PUMP INSTALLATION PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS, EXCLUDING JWSC.

OWNER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

ADDRESS: _____

PROJECT DESCRIPTION: _____

DATE COMPLETED: _____

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

EXHIBIT D

E-VERIFY REQUIREMENTS

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of Brunswick-Glynn County Joint Water and Sewer Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 2019 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

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)

REQUIRED ONLY IF APPLICABLE

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

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent

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

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

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

EXHIBIT E

DRUG FREE WORKPLACE AFFIDAVIT

CERTIFICATE OF DRUG FREE WORKPLACE

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

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

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT F

INSURANCE REQUIREMENTS

Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street
Brunswick, Georgia 31520

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.

Insurance Requirements

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

SCHEDULE	AMOUNT
<u>Workers' Compensation</u> Georgia Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 Bodily Injury each accident \$500,000 Bodily Injury by Disease each Employee \$1,000,000 Bodily Injury policy limit
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate Primary and Non Contributory	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability and Automobile Liability)	\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate".

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A- VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.

EXHIBIT G

CONTRACT FORM

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 **South Harrington Water Production Facility Service Pump and Installation** (hereinafter referred to as the “Project”); and

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

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.

Contractor's Bid for **South Harrington Water Production Facility Service Pump and Installation**

(2) dated _____, 2019.

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

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

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

3. **SCOPE OF WORK**

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 **South Harrington Water Production Facility Service Pump and Installation**

- (a) 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 **ninety (90) consecutive calendar days** after the effective commencement date.

- (b) *Liquidated Damages:* Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **five hundred dollars (\$500.00)** 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 **ninety (90)** consecutive calendar days after the effective commencement date of the Work.

- (b) This Agreement is binding on the parties as of date last written below.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. ASSIGNMENT

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

10. PROHIBITED DISCRIMINATION

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

11. COMPLIANCE WITH ALL LAWS

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

12. REMEDIES: DISPUTE RESOLUTION

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

(b) A dispute between the parties arising out of or in any manner relating to this Agreement, or breach thereof, may be submitted to binding arbitration or resolved in a court of law having jurisdiction of such matters. Once a party elect's arbitration, such election is binding on both parties. An arbitrator selected from a panel in Glynn County, Georgia, provided by the American Arbitration Association shall resolve the dispute. The cost of arbitration shall

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

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

13. MODIFICATION OF AGREEMENT

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

14. WAIVER

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

17. 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.

18. 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.

19. GOVERNING LAW

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

20. TIME IS OF THE ESSENCE

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

21. 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.

22. 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: _____

Name and title of corporate officer to be named

Date and SEAL

