



Brunswick-Glynn County Joint Water and Sewer Commission

**IFB No. 20-001
Invitation For Bid**

Fiscal Year 2020 Structural Manhole Rehabilitation Project for the Brunswick-Glynn County Joint Water and Sewer Commission

Wednesday, July 3, 2019

Responses Due by:

12:00 NOON, EST Tuesday, August 6, 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.**

**Mandatory Pre-Bid meeting will be held on Friday, July 19th at 9:00 a.m.
JWSC Commission Chambers – 1703 Gloucester St, Brunswick, GA 31520**

**Deadline for questions is Friday, July 26th, 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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I. Intent and Purpose

The Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) is in the process of evaluating downstream conveyance systems improvements required to address various I/I related issues throughout the JWSC service area. The project contains various rehabilitation work elements to reduce I/I flows. Current manholes require structural rehabilitation due to corrosion issues. Photos of select manholes are available. Work on this project may require Right of Way permitting from Glynn County or City of Brunswick, and some locations may be better suited for night work.

JWSC requests qualified individuals and firms with experience in structural manhole rehabilitation, grout/CIPP and point repairs.

II. Scope of Work

Firms should have the qualification to provide the requested services that will include all labor, materials and equipment required to complete the required repairs, documentation, acceptance tests, visual inspection or vacuum test and warranty in accordance with established standards using approved products as detailed in the Technical Specifications included as Exhibit A. Additionally, the bid form is structured to reference the services needed by lump sum for each manhole's repair. Pricing should be all inclusive with coordination and responsibility of all activities related to permitting, traffic control, flagging bypass pumping, jetter truck, OSHA confined space entry compliance, and debris removal included.

Initial staff assessment of current condition has been completed. The preliminary report identifies fifty-nine (59) manholes that require rehabilitation. See Exhibit B for location names and a description of the defect/repair that is required.

The timeframe to complete this scope of work (including final reports) is estimated not to exceed one hundred and twenty (120) 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
07/03/2019	Solicitation Released; Bid Docs Available for prospective Bidders
07/19/2019 – 9:00 a.m.	Mandatory Pre-Bid Meeting - JWSC Headquarters
07/26/2019 – 5:00 p.m.	Deadline for Questions
08/06/2019	Bids Due
No later than 09/05/2019	Anticipated Award Date
09/09/2019 – 10/01/2019	Contract Execution Period and Pre-Construction Meeting
10/01/2019 – 11/01/2019	Commencement of Work/Notice to Proceed
No Later than 03/01/2020	Completion of Work; Inspection Reports Due

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 Friday, July 26, 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. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Attendance is not mandatory; although vendors are strongly encouraged to attend. The purpose of this meeting is to present and clarify information about the Project and process, and respond to any immediate questions that Bidders may have about this IFB. A list of persons in attendance will be recorded and posted on the Owner's website. Late entry to the meeting will not be allowed.
4. 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.
5. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) electronic, one (1) hard-copy original and at least five (5) copies of the Bid form package 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.

6. 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.
7. 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.*
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
19. 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.
20. 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.

21. Any Contract and Contract Bonds shall be executed in duplicate.
22. Award of this bid shall be by action of the JWSC Board at its regular monthly meeting.
23. 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) electronic, One (1) original hard-copy and Five (5) copies of your response must be submitted no later than 12:00 Noon on Tuesday, August 6, 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. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.

C. 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.

D. Drug Free Workplace Affidavit

E. Addenda (if any issued).

V. 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

STRUCTURAL MANHOLE REHABILITATION TECHNICAL SPECIFICATIONS

The following Technical Specifications include specific requirements for Structural Manhole Rehabilitation to be installed under this Contract.

A. **SUBSTITUTIONS AND PRODUCT OPTIONS:**

These Technical Specifications include specific Manhole Lining products that are approved for installation in this Contract. Other manufacturer's or vendor's products not named will be considered as substitutions if a written request for such substitution is made at least seven (7) days prior to the scheduled bid opening. The requests for substitution shall include complete data (including product literature, reference standards and performance and test data) substantiating compliance of the proposed substitution with the requirements stated in these Technical Specifications. A list of product installations by the Contractor and proposed superintendent including quantities installed, dates of installation, and references (name, address and phone numbers) shall also be submitted. Any approved substitutions and/or additions will be made by addendum only.

The requests for substitution must include a written and signed statement from the Contractor and/or manufacturer stating that the Contractor/manufacturer will adhere to all parts and requirements of the Specifications outlined herein and that no exceptions to any part of the Specifications will be taken.

The Owner's decision regarding evaluation and acceptance of substitutions shall be considered final and binding.

Product Requirements: The cementitious manhole lining system for the interior of manholes shall be a monolithic system suitable for use as a trowel- or spray-applied monolithic surfacing in sewer manholes. The cementitious lining system shall be **Sewpercoat PG by Kerneos, Inc.** or **Mainstay ML-PF by Madewell.**

The cementitious lining system shall be a pumpable cement mixture. The lining shall be installed via low-pressure application only. The materials shall be suitable for all the specified design conditions.

The cementitious lining shall be installed on the benches and walls of existing manholes as shown in the Details. All cementitious lining shall be troweled smooth after spray application. The cured cementitious lining shall be applied to a minimum total thickness of 1 inch.

The cured surfacing thickness shall be smooth, even (without ridges or bumps) and continuous with proper sealing connections to all unsurfaced areas.

The materials used in the cementitious lining systems shall be mixed on site in accordance with the manufacturer's recommendations. Water shall only be added to the materials during the mixing process and prior to material pumping or spray application. No water shall be added at the nozzle.

The cementitious liner when cured shall have the following minimum characteristics at 28 days as measured by the applicable ASTM standards referenced herein:

- Minimum compressive strength of 6,000 psi
- Minimum bond strength of 130 psi
- Shrinkage of less than 0.05%

The cementitious lining shall provide a minimum service life of 25 years.

The cured cementitious lining shall be continuously bonded to all the brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the sewer manhole. Provide bond strength data on cured, cementitious lining based on ASTM test methods referenced herein.

Chemical sealants or grouts used to seal active manhole leaks, to patch cracks, to fill voids and to otherwise prepare the manhole surfaces for the lining installation shall be suitable for the intended purpose and shall be compatible with the lining as certified by the manufacturer.

When cured, the monolithic cementitious lining shall form a continuous, tight-fitting, hard, impermeable surfacing which is suitable for sewer system service and chemically resistant to any chemicals or vapors normally found in domestic sewage.

The monolithic cementitious lining shall cover the complete interior of the existing sewer manhole including the benches. The lining shall effectively seal the interior surfaces of the sewer manhole and prevent any penetration or leakage of groundwater infiltration.

The lining shall be compatible with the thermal condition of the existing sewer manhole surfaces. Surface temperatures will range from 20-degrees F to 100-degrees F. Provide test data on shrinkage of the cementitious lining based on the ASTM standards referenced herein.

All invert channels shall be coated with grout or cementitious mortar to build up the invert channel to the invert elevations of the new liner pipes; to fill all voids, cracks, holes, etc.; and to form a smooth flow channel. The entire channel shall be coated. The coating shall be a minimum ¼-inch thick.

The Contractor shall submit complete shop drawings of manhole lining system to demonstrate compliance with these specifications, to show materials of construction and to detail installation procedures. Testing procedures and quality control procedures shall also be submitted. Certifications that the manhole lining was manufactured in accordance with these specifications and the appropriate ASTM standards shall be submitted with each shipment.

B. QUALIFICATIONS:

The cementitious product shall have been manufactured for installation specifically in manholes for at least 5 years. The cementitious product shall have been installed in at least 5,000 manholes. References that are documented and that can be verified shall be submitted to demonstrate that the cementitious product meets these requirements. Contact names and numbers shall be included with the references.

In addition, the Contractor performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be an approved installer as certified and licensed by the manufacturer. The Contractor shall have successfully installed a cementitious lining product in a minimum of 2,000 manholes as documented by verifiable Owner references. The Contractor's proposed superintendent /foreman for the work under this Contract shall have successfully installed a cementitious lining product in a minimum of 1,000 manholes as documented by verifiable Owner references.

Further, the Contractor shall be financially stable, able to procure all materials necessary for this project, and able to bond at least \$500,000 of work. Additionally, the selected contractor will maintain insurance

The Contractor shall submit information to document his experience. The Owner shall approve both the Contractor and superintendent/foreman proposed to perform this work. The approved superintendent/foreman must be on-site during the installation of all cementitious lining and during all vacuum testing. The lining installation and vacuum testing shall cease whenever the superintendent/foreman is not on site.

Approved cementitious products are listed in these specifications. Even though the product may be listed as approved, the product manufacturer and Contractor(s) shall still meet the experience requirements specified above, or the products and Contractor will not be approved for this work.

C. DELIVERY, STORAGE, AND SHIPPING:

Care shall be taken in shipping, handling and placing to avoid damaging the lining products. Any lining product damaged in shipment, showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work. While stored, the lining products shall be adequately packaged and protected. The lining products shall be stored in a manner as recommended by the manufacturer.

D. INSTALLATION:

The Contractor shall clean each sewer manhole to be surfaced and shall dispose of any resulting material. The cleaning shall be performed using a high power jet wash at a minimum of 5000 psi water pressure to remove all dust, biological growths, grease, oil, paint or any other surface contaminants or coatings. The nozzle of the power washer shall be a maximum of 4 inches from the wall during cleaning. Coatings that cannot be removed shall be sanded with coarse sand paper to

rough the surface sufficient to obtain and insure adequate bonding of the cementitious lining. Roots shall be removed by manually cutting the roots from inside the manhole.

The Contractor shall conduct a visual inspection of each manhole after it is cleaned. All active, hydrostatic infiltration leaks shall be plugged or sealed with an appropriate grout compatible with the cementitious lining. Injection grouting may be required to seal active leaks including leaks in existing invert channels and benches. All loose mortar and rubble of existing walls, benches and inverts shall be removed. The Contractor shall prepare the manhole to receive cementitious lining as necessary by reshaping and repairing benches, inverts, and walls where required including smoothing out irregular shaped corbel and chimney sections prior to spray application. This should result in all manhole repairs being made within plus or minus 1" of the original inside diameter of the manhole. Please reference Exhibit B in this RFP document for original manhole diameters. All interior surfaces shall be prepared as recommended by the manufacturer. Minimum requirements are as listed below.

1. All cracks and other voids must be repaired and filled with suitable nonshrinking cements, sealants or grouts, including all voids between the existing sewer pipes and manhole walls. All patches shall be smooth and even with the manhole wall.
2. All voids around existing manhole rungs/steps shall be filled.
3. All surfaces shall be suitably prepared for the required bonding of the cementitious lining as recommended by the manufacturer.

The Contractor shall notify all property owners who discharge sewage directly to the manhole being rehabilitated 48 hours in advance, giving the date, start time and estimated completion time for the work being conducted and the impacts to the property owner.

The Contractor shall bypass pump sewage flows around the manhole when the work is being performed. Contractor shall submit a detailed bypass pumping plan to the Owner prior to starting any work.

The Contractor shall furnish and place cementitious lining in each manhole. The installation of the lining shall be in complete accordance with the applicable provisions of ASTM and the manufacturers' specifications. The Contractor is advised that a number of manholes will surcharge during rain events.

Prior to installing the lining, the Owner along with the Contractor shall inspect and approve the surface preparation work. The Contractor shall notify the Owner when the manholes are ready for inspection. The Contractor is responsible for ensuring proper preparation and installation conditions including temperature and moisture regardless of the findings by the Owner during his inspection. The manhole lining shall be completed immediately after the inspection, or the manhole may need to be re-cleaned prior to spraying to remove accumulated debris on the benches and walls.

The walls and benches shall be coated monolithically to the required thickness by spray on methods in one pass or application. Spray-applied linings shall be troweled smooth after application.

The invert channel shall be coated with an appropriate quick-set grout product in complete accordance with the manufacturer's instructions.

A complete, watertight seal shall be provided at pipe and manhole wall connections. Contractor shall submit details of how the watertight connections will be made to the Owner for review and approval.

The manhole lining shall not be installed until all required main sewer rehabilitation and other manhole rehabilitation work are complete.

E. ACCEPTANCE TESTS:

Field acceptance of the manhole lining shall be based on the Engineer's/Owner's field inspections and evaluation of the appropriate installation and curing test data. The cementitious lining shall provide a continuous monolithic surfacing with uniform thickness throughout the manhole interior. If the thickness of the lining is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the Owner.

If the Owner has to enter the manholes to inspect the work, the Contractor shall provide forced air ventilation, gas monitors and detectors, harnesses, lights, confined space entry permits, etc. for the Engineer or Owner to enter the manhole and perform the inspection in complete accordance with OSHA requirements at no additional cost to the Owner.

Samples shall be taken of the installed liner each day that cementitious lining is installed as follows: one sample if one to five manholes were coated that day, two samples if six to ten manholes were coated that day, three samples if eleven to fifteen manholes were coated that day, and four samples if sixteen or more manholes were coated that day. Samples shall be taken at equally spaced intervals throughout the day. The frequency of tests may be increased by the Owner and performed by the Contractor at no additional cost to the Owner when the required tests show that the installed lining does not meet the specifications.

Samples shall be cube samples. At least six cubes shall be taken for each sample for testing. The samples shall be tested in accordance with the applicable ASTM standards to verify that the installed liner meets the compressive strength requirements specified herein and the lining manufacturer's published data on the product. Tests shall include 7- day and 28-day strength tests (3 tests/cubes for each time period for each sample). Shrinkage and bond strength tests shall be performed on each batch or lot of material shipped to the Contractor. The tests shall be performed by an independent testing laboratory. All costs associated with the tests shall be paid for by the Contractor. The test results shall be submitted to the Owner immediately when available, no later than 30 days after the lining is installed.

F. VISUAL INSPECTIONS AND VACUUM TESTING:

All manholes shall be visually inspected after rehabilitation for final acceptance. There shall be no infiltration or leakage through the manhole walls as specified below. In addition, all manholes on sewers 15 inches in diameter and smaller shall be vacuum tested by a third party. The vacuum testing shall not be performed until all manhole rehabilitation work to that manhole is complete. Manholes

shall not be vacuum tested until at least 7 days after the cementitious lining was installed. Vacuum testing shall be performed in accordance with ASTM C-1244 except that the minimum test time shall be 1 minute. The testing shall be paid for by the Contractor and be included in the bid price for manhole lining. The Owner shall be present for all testing. The Contractor shall notify the Owner 48 hours prior to testing. The Contractor shall submit test reports of the testing which include the project name, manhole tested, data on testing (vacuum pressure, test duration, etc.), and whether the manholes passed or failed the test. Test reports must be submitted for failed tests with the reason for failure noted on the report. The Owner shall sign all test reports to document that they were present for the testing. Any manhole that fails the vacuum test shall be repaired and retested immediately by the Contractor at no additional cost.

There shall be no groundwater infiltration or other leakage (active or previously active) through the manhole walls, benches, inverts or pipe connections at the manholes after it has been lined. If leakage is found, it shall be eliminated with an appropriate cement mortar, grout or sealant as recommended by the manufacturer and approved by the Owner at no additional cost to the Owner. Injection grouting may be required to stop leaks around the pipe connections or in the invert channel or benches. The Engineer's/Owner's decision on how defective lining is repaired shall be final. If any defective lining is discovered after it has been installed or during the warranty period, it shall be repaired or replaced in a satisfactory manner at no additional cost to the Owner. Repaired manholes including those repaired during the warranty period shall be vacuum tested at no additional cost to the Owner.

Payment shall not be made for the installed cementitious lining until the manhole passes the vacuum test or visual inspection.

G. WARRANTY:

The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the lining to be free from defects in raw materials for ten (10) years after the date of acceptance by the Owner. The Contractor shall warrant the installation of the rehabilitation component for a period of nine (9) years. During the warranty period if the rehabilitation component fails, delaminates, peels, or shows any defect, which may materially affect the integrity, strength, function, and/or operation of the manhole structure, it shall be immediately repaired at the Contractor's expense.

Visual inspections to determine the integrity of the lining and water-tightness will be conducted at one (1) year, three (3) years, five (5) years, and ten (10) years from the date of acceptance. If possible, the inspection will be performed during a period of high groundwater or frequent precipitation events. The Owner shall perform, at its cost, the warranty inspections. Ten (10) percent of the manholes rehabilitated will be inspected at locations randomly selected by the Owner. The presence of any infiltration or inflow at the time of inspection due to the lining will be deemed a failure of the warranty inspection. If any failures are found during the warranty inspections, the Owner shall inspect all linings installed in the contract, together with the Contractor.

H. REFERENCE STANDARDS:

I. The following American Society for Testing and Materials (ASTM) standards are referenced herein:

ASTM C78 Standard Test Method for Flexural Strength of Concrete

ASTM C94 Standard Test for Ready Mix Concrete

ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

ASTM C234 Standard Test Method for Comparing Concretes on the Basis of the Bond Developed with Reinforcing Steel

ASTM C267 Standard Test Method for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing

ASTM C321 Standard Test Method for Bond Strength of Chemical- Resistant Mortars

ASTM C496 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens

ASTM C596 Standard Test Method for Drying Shrinkage of Mortar Containing Portland Cement

ASTM C666 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

ASTM C827 Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures

ASTM C882 Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete by Slant Shear

ASTM C952 Standard Test Method for Bond Strength of Mortar to Masonry Units

ASTM 1072 Test Method for Measurement of Masonry Flexural Bond Strength

Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

EXHIBIT B

LOCATION LISTING AND DEFECT/REPAIR REPORT

**EXHIBIT B -- LOCATION LISTING AND DEFECT/REPAIR REPORT
STRUCTURAL MANHOLE REHABILITATION PROJECTS FOR BID PACKAGE**

LOCATION	BASIN	Asset ID	DESCRIPTION OF DEFECT/REPAIR	COMMENTS
MANHOLE REHAB				
6 Plantation Way, Black Banks	2WTP	SSMH2WTP0360	Structural Lining recommended (48" Brick manhole 3.8' depth).	I&I issue.
Intersection of Lord & Mallory	2001	SSMH20010060	Structural Lining recommended (48" Precast manhole 12' depth).	I&I issue.
Intersection of Butler St & Florence St	2001	SSMH20010340	Structural Lining recommended (48" Precast manhole 7.5' depth).	Significant corrosion.
101 Peachtree Street	2003	SSMH20031560	Structural Lining recommended (48" Brick manhole 9.22' depth).	Significant corrosion.
Behind 11828 Old Demere Road	2003	SSMH20031570	Structural Lining recommended (48" Brick manhole 10.5' depth).	Significant corrosion.
117 Worthing Road	2005	SSMH20050010	Structural Lining recommended (48" Brick Manhole 11.0' depth).	Significant Infiltration.
123 Worthing Road	2005	SSMH20050020	Structural Lining recommended (48" Brick manhole 9' depth).	Significant Infiltration.
127 Worthing Road	2005	SSMH20050030	Structural Lining recommended (48" Brick Manhole 8' depth).	Significant corrosion.
120 Jacobs Road	2005	SSMH20050060	Structural Lining recommended (48" Precast manhole 7' depth).	Significant Corrosion.
Intersection of Windward and Palm	2011	SSMH20110210	Structural Lining recommended (48" Brick manhole 10' depth).	Significant corrosion.
306 Palm Drive	2011	SSMH20110300	Structural Lining recommended (48" Brick manhole 7' depth).	Significant corrosion.
408 Palm Drive	2014	SSMH20140070	Structural Lining recommended (48" Precast manhole 4' depth).	Significant Corrosion.
189 Merion	2023	SSMH20230050	Structural Lining recommended (48" Precast manhole 12.7 depth).	Significant corrosion.
Saint Andrews & Merion	2023	SSMH20230080	Structural Lining recommended (Plastic manhole 13' depth).	T-Lock
605 Rose Cottage	2030	SSMH20300060	Structural Lining recommended. (48" Precast manhole 16' deep)	Severe H2S damage
1005 Lewis Lane	2030	SSMH20300160	Structural Lining recommended (48" Precast manhole 13.28' depth).	Significant corrosion.
1311 Mansfield Street	4002	SSMH40020090	Structural Lining recommended (48" Brick manhole 14.60' depth).	Significant Infiltration.
G Street & MLK Blvd	4002	SSMH40020230	Structural Lining recommended (48" Brick manhole 12' depth).	Significant corrosion.
Behind 1904 Oak Avenue	4002	SSMH40020910	Structural Lining recommended (48" Brick manhole 10.22' depth).	Significant corrosion.
K and Bartow St	4003	SSMH40030160	Structural Lining recommended (48" Precast manhole 18' depth)	I&I Issue
Kst & Cleburne St	4003	SSMH40030170	Structural Lining recommended (48" Precast manhole 18' depth)	I&I Issue
2204 Glynn Avenue	4003	SSMH40030300	Structural Lining recommended. (48" Precast manhole 4' deep)	FM discharge
2023 Tillman Avenue	4003	SSMH40030510	Structural Lining recommended. 48" Precast manhole 7' deep)	FM discharge
O St and Wolfe Street	4003	SSMH40031840	Structural Lining recommended (48" Brick manhole 3.78' depth).	Significant corrosion.
J St & Harvey St	4003	SSMH40033170	Structural Lining recommended (48" Precast manhole 12' depth).	FM receiving mh.
Altama Ave & College Drive	4006	SSMH40060070	Structural Lining recommended. (48" Precast manhole 15' deep)	Severe H2S damage
4621 Altama Avenue	4006	SSMH40060200	Structural Lining recommended. (48" Brick manhole 6' depth).	Significant corrosion.
At New Baseball Field at BHS	4006	SSMH40060372	Structural Lining recommended. (48" Precast Manhole 8' deep)	FM Discharge
4501 Habersham Street	4007	SSMH40070010	Structural Lining recommended (48" Brick manhole 10' depth).	Significant I&I
4501 Habersham Street	4007	SSMH40070020	Structural Lining recommended (48" Brick manhole 10' depth).	Significant I&I
Int. of Habersham & Peachtree Street	4007	SSMH40070250	Structural Lining recommended (48" Brick manhole 9' depth).	Significant corrosion.
4115 Riverside Drive	4015	SSMH40150050	Structural Lining recommended. (48" Brick manhole 7' depth).	Significant Corrosion.
5395 Altama Ave	4021	SSMH40210120	Structural Lining recommended. (48" Brick manhole 10' depth).	Significant I&I
3344 Cypress Mill Rd.	4022	SSMH40220140	Structural Lining recommended (48" Precast manhole 6' depth).	Significant I&I
5715 Altama Avenue	4023	SSMH40230050	Structural Lining recommended. (48" Precast manhole 6' depth).	FM discharge
178 Oscar Lane	4028	SSMH40280120	Structural Lining recommended. (48" Precast manhole 7.5ft depth).	Significant corrosion.
295 Aviation	4039	SSMH40390142	Structural Lining recommended. (48" Brick manhole 6' depth).	FM discharge
134 Indigo Drive	4039	SSMH40390250	Structural Lining recommended. (48" Precast manhole 8' deep).	FM discharge
105 Spaulding Court	4039	SSMH40390360	Structural Lining Recommended. (48" Precast manhole 4' depth)	FM discharge
204 Armstrong	4048	SSMH40481980	Structural Lining recommended. (48" Precast manhole 3ft depth).	FM receiving mh.
105 Cotton Court	4051	SSMH40510110	Structural Lining recommended. (48" Precast manhole 7' depth).	Significant corrosion.
385 Benedict Road	4059	SSMH40590200	Structural Lining recommended. (48" Precast manhole 8' depth).	I&I issue.
110 Winstead Drive	4105	SSMH41050010	Structural Lining recommended. (48" Precast manhole 13' depth).	Significant Infiltration.
1308 Cate Road	4105	SSMH41050130	Structural Lining recommended (48" Precast manhole 10.5' depth).	Significant Infiltration.
1310 Cate Road	4105	SSMH41050131	Structural Lining recommended. (48" Precast manhole 9' depth).	Significant Infiltration.
1316 Cate Road	4105	SSMH41050132	Structural Lining recommended. (48" Precast manhole 9' depth).	Significant Infiltration.
1338 Cate Road	4105	SSMH41050180	Structural Lining recommended. (48" Lined Manhole 10' depth).	Liner Failure & Infiltration.
1363 Cate Road	4105	SSMH41050210	Structural Lining recommended. (48" Precast manhole 6.5' depth).	Significant corrosion.
1392 Cate Road	4105	SSMH41050240	Structural Lining recommended (48" Precast manhole 8' depth).	FM receiving mh.
1676 Cate Road	4107	SSMH41070120	Structural Lining recommended. (48" Precast manhole 13' depth).	FM discharge
1730 Cate Road	4107	SSMH41070140	Structural Lining recommended. (48" Precast manhole 10' depth).	FM discharge
581 Harry Driggers Blvd	4110	SSMH41101000	Structural Lining recommended. (48" Precast manhole 17' depth).	Significant Infiltration.
First & Peninsula	4WTP	SSMH4WTP0150	Structural Lining recommended (60" Precast manhole 13.5' depth).	Significant corrosion.
3112 Peninsula	4WTP	SSMH4WTP0160	Structural Lining recommended (60" Precast manhole 14' depth).	Significant Infiltration &
Int Peninsula Av & Second St	4WTP	SSMH4WTP0170	Structural Lining recommended. (72" Precast manhole 14' deep)	H2S damage; leaking
609 Second St	4WTP	SSMH4WTP0310	Structural Lining recommended. (48" Brick manhole 10' deep)	Severe H2S damage
1105 Second St	4WTP	SSMH4WTP0330	Structural Lining recommended. (48" Brick manhole 9' deep)	Severe H2S damage
1005 Fifth St	4WTP	SSMH4WTP1930	Structural Lining recommended. (48" Brick manhole 8' deep)	FM discharge
703 Fifth Street	4WTP	SSMH4WTP1950	Structural Lining recommended. (48" Brick manhole 4.5' depth).	Significant corrosion.

EXHIBIT C

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 **Fiscal Year 2020 Structural Manhole Rehabilitation** 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 \$1,000.00 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.

UNIT COST:

If a discrepancy in bid quantity line extension occurs, unit cost bid form entry times (X) quantity will prevail.

ADDENDA:

Bidder acknowledges receipt of the following# of Addenda: _____ (enter each number if applicable)

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 and TITLE)

By: _____
(SIGNATURE)

(DATE)

(SEAL)
(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

BID ITEMS

Item	Description	Quant	Units	Unit Price	Total
MISCELLANEOUS					
1	Mobilization	1	EA	\$	\$
3	Bypass Pumping	1	LS	\$	\$
4	Traffic Control	1	EA	\$	\$
Sub-Total: MISCELLANEOUS					\$
SANITARY SEWER MANHOLE REHABILITATION					
5	Rehabilitate MH #2WTP0360 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
6	Rehabilitate MH #20010060 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
7	Rehabilitate MH #20010340 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
8	Rehabilitate MH #20031560 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
9	Rehabilitate MH #20031570 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
10	Rehabilitate MH #20050010 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
11	Rehabilitate MH #20050020 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
12	Rehabilitate MH #20050030 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
13	Rehabilitate MH #20050060 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
14	Rehabilitate MH #20110210 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
15	Rehabilitate MH #20110300 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
16	Rehabilitate MH #20140070 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
17	Rehabilitate MH #20230050 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
18	Rehabilitate MH #20230080 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
19	Rehabilitate MH #20300060 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
20	Rehabilitate MH #20300160 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
21	Rehabilitate MH #40020090 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
22	Rehabilitate MH #40020230 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$

23	Rehabilitate MH #40020910 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
24	Rehabilitate MH #40030160 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
25	Rehabilitate MH #40030170 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
26	Rehabilitate MH #40030300 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
27	Rehabilitate MH #40030510 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
28	Rehabilitate MH #40031840 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
29	Rehabilitate MH #40033170 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
30	Rehabilitate MH #40060070 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
31	Rehabilitate MH #40060200 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
32	Rehabilitate MH #40060372 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
33	Rehabilitate MH #40070010 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
34	Rehabilitate MH #40070020 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
35	Rehabilitate MH #40070250 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
36	Rehabilitate MH #40150050 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
37	Rehabilitate MH #40210120 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
38	Rehabilitate MH #40220140 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
39	Rehabilitate MH #40230050 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
40	Rehabilitate MH #40280120 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
41	Rehabilitate MH #40390142 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
42	Rehabilitate MH #40390250 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
43	Rehabilitate MH #40390360 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
44	Rehabilitate MH #40481980 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$

45	Rehabilitate MH #40510110 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
46	Rehabilitate MH #40590200 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
47	Rehabilitate MH #41050010 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
48	Rehabilitate MH #41050130 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
49	Rehabilitate MH #41050131 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
50	Rehabilitate MH #41050132 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
51	Rehabilitate MH #41050180 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
52	Rehabilitate MH #41050210 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
53	Rehabilitate MH #41050240 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
54	Rehabilitate MH #41070120 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
55	Rehabilitate MH #41070140 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
56	Rehabilitate MH #41101000 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
57	Rehabilitate MH #4WTP0150 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
58	Rehabilitate MH #4WTP0160 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
59	Rehabilitate MH #4WTP0170 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
60	Rehabilitate MH #4WTP0310 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
61	Rehabilitate MH #4WTP0330 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
62	Rehabilitate MH #4WTP1930 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
63	Rehabilitate MH #4WTP1950 - Clean and Coat Existing Manhole	JOB	-	LUMP SUM	\$
Sub-Total: SANITARY SEWER MANHOLE REHABILITATION					\$
TOTAL					\$

TOTAL BID FOR ALL ESTIMATED PRICES: _____
(Use words)

_____ (\$ _____)
(Figures)

BIDDER acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided, determined as provided in the Contract Documents.

1. BIDDER agrees the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Section 1 of the General Conditions, and completed and ready for final payment in accordance with Section 1 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run. Prior to beginning construction, BIDDER shall submit a detailed schedule to OWNER and ENGINEER including, but not limited to, start/finish of cleaning by section, start/finish of lining by section, and start/finish of manhole repairs by section.
 - All railroad sites will require a delayed start until appropriate Permits are required. BIDDER shall acknowledge this and make accommodations within the detailed schedule submitted to OWNER and ENGINEER.
2. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.
3. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of 10 percent of the Bid Total Price.
 - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - c. Required BIDDER's Qualification Statement with supporting data.
4. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
5. Communications concerning this Bid shall be addressed to:

Pamela Crosby, Director of Procurement
Brunswick-Glynn Joint Water & Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
(912) 261-7121
pcrosby@bgjwsc.org

6. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, 2019.

CONTRACTOR'S NAME: _____

ADDRESS: _____

BY: _____

State Contractor License No. _____ GA

EXHIBIT D

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 STRUCTURAL SEWER MANHOLE REHABILITATION PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS, EXCLUDING JWSC.

PROJECT #1

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

PROJECT #2

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

PROJECT #3

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

EXHIBIT E

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 _____, 2019.

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 F

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 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: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

BGWSC 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 H

Performance Bond

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 **Fiscal Year 2020 Structural Manhole Rehabilitation Project** 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.

[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 _____, 2019, 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. _____

EXHIBIT I

Payment Bond

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 **FISCAL YEAR 2020 STRUCTURAL MANHOLE REHABILITATION PROJECT** 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 _____, 2019, 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. _____

EXHIBIT J

Bid Bond

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:

FISCAL YEAR 2020 STRUCTURAL MANHOLE REHABILITATION PROJECT

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 _____, 2019.

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. _____

EXHIBIT K

Contract

**CONTRACT FOR SERVICES
BY AND BETWEEN
BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION
AND
CONTRACTOR**

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 **CONTRACTOR** a (Name of State) 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 August 6, 2019 (hereinafter referred to as the "Solicitation") from qualified vendors to provide for its **Fiscal Year 2020 Structural Manhole Rehabilitation** (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 July 3, 2019 including Addendums, if any.
 - (2) Contractor's Bid for **Fiscal Year 2020 Structural Manhole Rehabilitation** dated August 6, 2019.
 - (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 **Fiscal Year 2020 Structural Manhole Rehabilitation** in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Bid, the Invitation for Bids, Instructions to Bidders, General Conditions, Construction Plans, Standards for Water and Sewer Design and Construction, this Agreement and all addenda hereto annexed, and the Contract Documents shall form essential parts of this Agreement as if fully contained herein.
- (b) Contractor agrees to perform all Project services as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, JWSC personnel or any other person, including providing and maintaining all necessary precautions for the protection of the public. In addition, Contractor agrees to perform the Project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.
- (c) Contractor agrees to keep the rights-of-way, easement area and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the Work, and progressively as the Work is completed he shall remove all waste materials, rubbish and debris from and about the work areas and shall leave the site clean.

4. NOTICE TO PROCEED; LIQUIDATED DAMAGES

- (a) *Notice to Proceed:* The Contractor agrees to commence the Project included in this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete the Project within a period of **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 **One Thousand Dollars (\$1,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the JWSC and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the JWSC and its rate payers as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute or under this Agreement.

5. COMPENSATION

- (a) The JWSC agrees to pay the Contractor, in current funds, for the performance of this Agreement based on the units and lump sum pricing for the Project and listed at Exhibit "A," which sums shall also pay for all loss or damage arising out of the nature of the Project aforesaid, or in the performance of the Project and for all expenses incurred by, or in consequence of the Project, its suspension or discontinuance, and for well and faithful completion of the Project and the whole thereof, as herein provided.
- (b) The JWSC and Contractor agree that the Construction Plans, Standards for Water and Sewer Design and Construction, and all Addenda thereto together are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the JWSC budgetary process, agrees to waive the terms of O.C.G.A. § 13-11-1 *et seq.*, known as the Georgia Prompt Pay Act. Contractor agrees that the Work and services required by this Agreement may require inspection and approval of the JWSC's engineers or consultants and that the time of repayment shall be tolled for a reasonable time as required for said inspection and approval.
- (c) Contractor further agrees to toll the time for payment herein under for an additional and reasonable period of time for the JWSC representative overseeing the Project or Work contemplated by this Agreement to approve the Work and/or services performed.
- (d) The JWSC shall have forty-five (45) days from approval by the JWSC representative in which to pay the Contractor; subject to any documentation requests by the JWSC as necessary to allow the JWSC to evaluate the completeness and accuracy of monies due.

6. TERM OF AGREEMENT

- (a) This Agreement shall be for a period of **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 elects arbitration, such election is binding on both parties. An arbitrator selected from a panel in Glynn County, Georgia, provided by the American Arbitration Association shall resolve the dispute. The cost of arbitration shall be borne equally by the parties. The arbitration decision may be appealed in accordance with State law.
- (c) No provision set forth in this Section is to have the effect to abridge the right of any party to proceed in a court of law or equity.

13. MODIFICATION OF AGREEMENT

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

14. WAIVER

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

15. TERMINATION OF AGREEMENT

- (a) The JWSC may, at any time upon written notice to the Contractor, terminate this Agreement for convenience, without prejudice to any right or remedy of the JWSC, in whole or as to any portion of the Project, then existing or which may thereafter accrue. If the JWSC terminates this Agreement for convenience, then JWSC's only obligation to Contractor will be for payment of compensation earned up to the date of such termination and all outstanding costs including those materials in transit and un-cancellable.

- (b) When the Contractor's services have been terminated by the JWSC, the Contractor in calculating his termination application for payment, shall develop his outstanding costs, including those materials in transit and un-cancellable with the appropriate percentage markups; subcontractors shall follow the same procedures. All costs must be substantiated by adequate back-up documentation. Any retention or payment of moneys due to the Contractor by the JWSC will not release the Contractor from liability.
- (c) The Contractor may not terminate this Agreement without the JWSC's consent except for failure of the JWSC to pay sums due to the Contractor hereunder. Prior to termination, the Contractor must give written notice to the JWSC allowing thirty (30) days to investigate and remedy any failure or breach hereof. Should the JWSC fail to remedy the failure or breach hereof within such thirty (30) days, the Contractor shall give written notice, addressed to the JWSC Executive Director, sent by certified mail, return receipt requested, of its intention to cease providing services upon a day certain after delivery of such notice.

16. AGREEMENT SECURITY - BONDS

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

17. NOTICES

- (a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as Notice).
- (b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (1) If to Contractor: **add contractor contact info**
 - (2) If to JWSC: Andrew Burroughs, Interim 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.

CONTRACTOR NAME

By: _____
Name, Title Date

Attest to:

By: _____
Name, Title Date and SEAL

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

By: _____
G. Ben Turnipseed Sr., Commission Chairman Date

Attest to:

By: _____
Janice Meridith, Commission Clerk Date and SEAL

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 **Fiscal Year 2020 Structural Manhole Rehabilitation** agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.