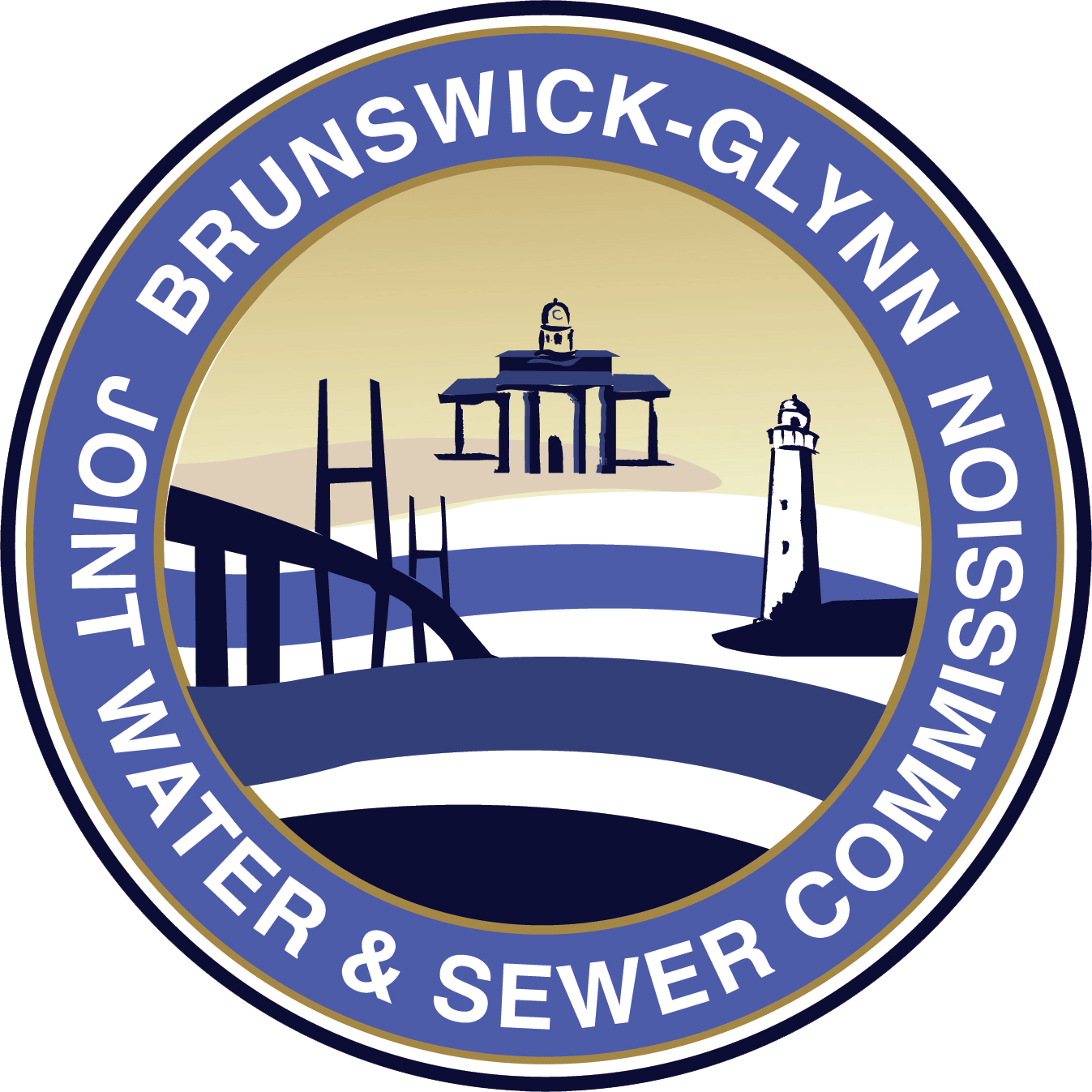
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**Brunswick-Glynn County**

**Joint Water and Sewer Commission**

****

**IFB No. 20-024**

**Invitation For Bid**

**Academy Creek Roof Replacement**

**for the**

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

****

**Wednesday, November 27, 2019**

**MANDATORY Pre-bid meeting and site visit on Friday, December 13, 10:00 a.m.**

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

**1703 Gloucester Street**

**Brunswick, Georgia 31520**

**Deadline for questions Friday, 12/20/2019, no later than 5:00 p.m. EST.**

**Questions must be directed in writing (via e-mail) to the**

**Purchasing Director, Pamela Drury-Crosby, email-** [**pcrosby@bgjwsc.org**](mailto:pcrosby@bgjwsc.org)

**Bid Responses Due by:**

**12:00 NOON, EST Tuesday January 14, 2020 to:**

**Purchasing Division**

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

**1703 Gloucester Street**

**Brunswick, Georgia 31520**

**(912) 261-7100**

**Bids should be clearly labeled as follows:**

**“RFP No. 20-024 Academy Creek Roof Replacement”**

**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.**

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

[**http://www.bgjwsc.org/departments/procurement/**](http://www.bgjwsc.org/departments/procurement/)

**BIDDING DOCUMENTS**

**BRUNSWICK-GLYNN COUNTY**

**JOINT WATER AND SEWER COMMISSION**

**INVITATION FOR BID**

**No. 20-024**

**Academy Creek Roof Replacement**

**1.0 INTRODUCTION**

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) wishes to receive bids for replacement of the Academy Creek roof located at 2909 Newcastle Street, Brunswick, Georgia 31520. Sealed bids for ACADEMY CREEK ROOF REPLACEMENT, BRUNSWICK, GEORGIA will be received by the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) at the JWSC’s Office of the Procurement Director, 1703 Gloucester Street, Brunswick, Georgia 31520 until 12:00 NOON EST on Tuesday, January 14, 2020, at which time and place they will be publically opened and read aloud.

The Scope of Work for the project consists of furnishing all labor, materials, tools, equipment, disposal and incidentals for the removal of the existing roof system and replacement with TPO roofing system and all appurtenances as indicated in the technical specification document. The facility roof replacements are broken into three areas:

* Administration Building
* Warehouse Building
* High Service Pump Building

Technical Specifications are included within this document plus observational video footage showing roof conditions is available at the BGJWSC website’s solicitation Procurement page utilizing this link:

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

Plans, specifications and bidding documents are on file at the JWSC Main Office, 1703 Gloucester Street, Brunswick, GA 31520. All documentation related to the solicitation will be available at the BGJWSC website. Bidders are encouraged to review all documentation associated with the solicitation prior to submitting a bid.

The Bidder is ***encouraged*** to examine the location of the work and inform himself fully as to the conditions present at the site. The Academy Creek facility site is secured; therefore site visits must be coordinated through the JWSC Procurement Division at (912) 261-7100, attention Pam Crosby, at least 24 hours in advance. A ***mandatory pre-bid meeting*** will be held in the JWSC main conference room, 1703 Gloucester Street, Brunswick, Georgia 31520 on **Friday, December 13, 2019 *, at 10:00 a.m. EST*** followed by a site visit at the Academy Creek WPCP facility, 2909 Newcastle Street, Brunswick, Georgia 31520 immediately thereafter for all participants. Attendees must provide and wear their own personal protective equipment for this event.

The firms must comply with all applicable state, local and federal regulations related to the services provided to the BGJWSC. The BGJWSC reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed. The selected firm will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected firm will complete the required tasks in a timely and efficient manner. The selected firm would be expected to enter into a contract for services based upon the firm’s hourly rates and an agreed-upon not to exceed amount.

All services performed shall be in accordance with applicable BGJWSC Standards. Firms expressing interest should be fully capable of providing the end results requested.

A reference document is presented as Exhibit A that includes the following:

All bids must be made on the bid form included with the Contract Documents for the proposed work.

No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof. All bids shall remain valid for that period of time.

The award (if an award is made) will be made as provided in the bid. The award shall be made to the lowest responsive and responsible bidder, provided that if the JWSC believes that the public interest will be best served by accepting other than the lowest bid, it shall have the authority to accept the bid that will best serve the public interest.

The JWSC reserves the right to accept or reject any and all bids, alternate bids, or unit prices and/or waive any irregularities in any bid received.

Time of Completion shall be (30) calendar days after issuance of the Notice to Proceed. Liquidated damages for failure to complete the work within the specified time are specified in the Contract Documents.

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

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

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

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All bids must cover the entire work required under this contract.

Bidders’ attention is directed to the Special Provisions of the Contract Documents which require the Contractor, to whom the contract for the work is awarded, to provide at the time of executing said contract, a Contractor’s Payment Bond and Bond for Faithful Performance, in the amount of 100% of the contract amount, meeting all requirements of said Contract Documents and approved by the JWSC Attorney. Additionally, all forms relevant to Insurance, Drug-Free Workplace, EEO and E-verify are to be executed at this time.

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

**2.0 SPECIAL CONDITIONS**

The selected firm shall be responsible for obtaining any additional information needed for their evaluation and completion of work. Additional evaluation activities will be the responsibility of the selected firm. Any costs involved with additional information are the responsibility of the selected firm.

The Consultant is to complete all work within ***30 days*** of receiving a signed notice to proceed. The JWSC requires that selected firm be available for weekly progress meetings (either onsite at JWSC or via teleconference) with all noted deliverables by the end of the **45 day** period. Each firm is to submit Section 7.0 Project reference forms for (5) projects of similar scope and size. Each firm’s experience and qualifications will be evaluated primarily as they relate to the firm’s ability to provide the services requested.

The BGJWSC will make an award only to a responsible firm possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as firm integrity, compliance with public policy, record of past performance, and financial and technical resources.

The BGJWSC has exclusive and sole discretion to determine the firm whose services will be most advantageous to the BGJWSC, and reserves the right to reject all firms. A number of firms may be asked to express their interest in regard to these services in the form of a bid. Following the receipt of Bids, a certain firm or firms may be selected for further consideration.

This project is funded through JWSC rehabilitation and repair reserves and subject to availability of funds.

The contract, if awarded, will be awarded to the lowest responsive, responsible Bidder. The determination of the Bidder's responsibility will be made by the JWSC based on whether the Bidder:

* Maintains a permanent place of business,
* Has the appropriate technical experience,
* Has adequate equipment to do the work properly and expeditiously,
* Has suitable financial means to meet obligations incidental to this work, and

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

The determination of responsiveness will be made by the JWSC based on a consideration of whether the Bidder has submitted a complete Bid Form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form.

The JWSC reserves the right to reject any and all bids including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids; the right to award each of the contract components individually or to a single qualified Bidder; the right to waive technicalities and make an award in the best interest of the JWSC; the right to award any, all or none.

**3.0 PROPOSED SOLICITATION SCHEDULE**

The BGJWSC anticipates the following Schedule of Events for this solicitation but reserves the right to amend the proposed schedule without notice at either the convenience or needs of the BGJWSC staff and Commission.

|  |  |
| --- | --- |
| **Date** | **Event** |
| 11/27/2019 | Solicitation Released; Bid Docs Available for prospective Bidders |
| **Friday, 12/13/2019 – 10:00 a.m. EST** | **Mandatory Pre-Bid Meeting - JWSC Headquarters - 1703 Gloucester Street then Site Visit to follow at Academy Creek location - 2909 Newcastle Street** |
| **Friday, 12/20/2019 – 5:00 p.m. EST** | **Deadline for Questions** |
| **Tuesday, 01/14/2020 – NOON EST** | **Bids Due** |
| Thursday, 02/06/2020 | Anticipated Award Date |
| 02/06-03/05/2020 | Contract Execution Period and Pre-Construction Meeting |
| Week of 03/16/2020 | Commencement of Work |
| No Later than 04/15/2020 | Completion of Work |
| No Later than 05/01/2020 | Drawings Due |

## **4.0 INSURANCE REQUIREMENTS**

**The description section of your insurance certificate must read:**

***BGJWSC is named as an additional insured on all coverage except Workers’ Compensation as per written contract. A wavier 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**

**Workers’ Compensation**

Georgia Statutory coverage Statutory Limits (Workers’ Compensation)

and Employer’s Liability (including $500,000 Bodily Injury each accident

appropriate Federal Acts) $500,000 Bodily Injury by Disease each Employee

$1,000,000 Bodily Injury policy limit

**Commercial General Liability**

Premises-Operations $1,000,000 each occurrence

Products-Completed Operations $2,000,000 annual aggregate for bodily injury

Contractual Liability and property damage, combined single limit

Independent Contractors

Broad Form Property Damage

Explosion, Collapse and Underground

Hazards (XCU Coverage) as appropriate

Primary and Non Contributory

**Automobile Liability**

All autos-owned, hired, $1,000,000 each occurrence, combined single limit  
 or non-owned

**Excess or Umbrella Liability**

(This is additional coverage and limits $2,000,000 each occurrence and annual aggregate

above the following primary insurance:

Employer’s Liability, Commercial General

Liability and Automobile Liability)

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.

**5.0 INFORMATION REQUESTS AND INSTRUCTIONS FOR BID SUBMITTAL**

Additional information and clarifications desired by a Bidder shall be requested from the BGJWSC in writing and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such clarification shall be in writing via email addressed to the Purchasing Director, Pam Crosby at [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org). Any verbal statements regarding same by any person prior to the award shall be considered not authoritative and not binding.  **The deadline for questions is 5:00 p.m. EST on Friday, December 20, 2019.**

Addenda issued to Bidders prior to the date of receipt of bids shall become a part of the bid and Bid Submission Package shall include the work described in the Addenda. No inquiry received within five days of the date fixed for the submission of bids will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Proposers, not later than five days prior to the date fixed for the submission of bids.

Bids are to be submitted with:

* Bid Form from Section 6.0
* A detailed description of the services provided for each phase of the project
* Time period for each phase of the project and project workflow
* References for (5) similar projects Section 7.0

Additional Forms:

* Oath
* Bid Bond
* Affidavit
* Representation
* Legal and Character Qualifications

Please submit an original plus (4) four hard copies and (1) one electronic version (USB or CD) of the proposal. Each bid should be prepared simply and economically, providing straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this bid. Fancy binding and color displays other than those necessary are highly discouraged. Please limit responses to a total of (25) twenty-five single-sided pages. This total should include the bid form and all associated documentation

**Proposals are due by 12:00 noon (EST) on Tuesday, January 14, 2020. Mandatory label required on outside of envelope: “Invitation For Bids – Academy Creek Roof Replacement”.** Bids are due by the time and on the date listed above. **ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

**6.0 BID FORM**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **BID ITEMS: ACADEMY CREEK ROOF REPLACEMENT** | | | | | | |
| **Item** | **Description** | **Quantity** | **Units** | **Unit Price** | **Total** | |
| 1 | Mobilization | 1 | LS | $ | $ | |
| 2 | Administration Building Roof Replacement | 1 | LS | $ | $ | |
| 3 | Warehouse Building Roof Replacement | 1 | LS | $ | $ | |
| 4 | High Service Pump Building Roof Replacement | 1 | LS | $ | $ | |
| 5 | Building Permits | 1 | CASH | $ | $ | |
| **TOTAL** | | | | ***$*** | |  |

TOTAL (Figures): $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Words): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidders Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

###### **7.0 PROJECT REFERENCES**

**ACADEMY CREEK ROOF REPLACEMENT**

**FORM FOR SIMILAR PROJECTS AND REFERENCES**

Name of Contractor:

Project Name:

Location:

Project Owner: Contact Person: Telephone Number: Email Address: Contract Dates:

Date of Notice to Proceed:

Contract Amount: Original: $ Brief Description of Project:

Date of Final Completion:

Final: $

\_

Material, Manufacturer and Square Footage (s):

Special conditions of project, e.g. night work required (describe if applicable):

Name of Field Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Project (check appropriate box):  P ublic Works  Private Owner

Contractual Status on Project (check appropriate box):  P rime Contractor

If subcontractor, provide name of Prime Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Did you provide performance and/or payment bonds on this project? Yes No \_\_\_\_

Was this project completed within the original contract period? Yes No \_\_\_\_

Did this project require traffic control and/or traffic diversion? Yes\_\_\_ No\_\_\_\_\_

Was this project located in an established neighborhood? Yes No\_\_\_\_\_\_

Is a letter of reference from the project owner included with this application?

Yes\_\_\_ No \_\_\_\_

***COPY THIS FORM FOR SIMILAR PROJECTS –***

**PROJECT REFERENCES**

***ACADEMY CREEK ROOF REPLACEMENT***

## ***OATH***

State of Georgia

City of Brunswick

County of Glynn

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

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY GEORGIA**

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

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

This the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

Name of Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate or Partnership Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2020.

NOTARY PUBLIC:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

## ***BID BOND***

### State of Georgia City of Brunswick County of Glynn

**KNOW ALL MEN BY THESE PRESENT**, that we,

, as Principal, and

\_, as Surety, are held and firmly bound unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) in the not to exceed sum of Dollars

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

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

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK-GLYNN COUNTY, GEORGIA**

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

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

***(Continued on Next Page)***

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

This the day of , 2020.

**PRINCIPAL:**

Signed and sealed in the By:

Presence of:

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SURETY:**

Signed and sealed in the By:

Presence of:

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***AFFIDAVIT***

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

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

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

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

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

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

Company Name:

Authorized Person: Signature:

**(*Print/Type)***

Title: Date:

Address:

Telephone:

Fax: Email:

## ***REPRESENTATION***

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:**

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

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

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

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

* + 1. Does the Bidder have the above EEO policy in place?

[ ] Yes [ ] No

* + 1. If the answer to a. above is no, will the Bidder have such a policy in place for the project?

[ ] Yes [ ] No

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

**(*Firm's Name*)**

**(*Authorized Signature*)**

/

**(*Title*) (*Date*)**

## ***LEGAL AND CHARACTER QUALIFICATIONS***

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

**Yes No Yes No**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Fraud 2. Embezzlement 3. Tax Evasion | [  [  [ | ]  ]  ] | [  [  [ | ]  ]  ] | h. | Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties) | [ | ] | [ | ] |
| d. Bribery | [ | ] | [ | ] | i. | False/misleading advertising | [ | ] | [ | ] |
| e. Extortion | [ | ] | [ | ] | j. | Perjury | [ | ] | [ | ] |
| 1. Jury Tampering 2. Anti-Trust | [ | ] | [ | ] | k. | Conspiracy to commit any of the Foregoing offenses | [ | ] | [ | ] |
| Violations | [ | ] | [ | ] |  |  |  |  |  |  |

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

**Yes No Yes No**

1. Unfair/anti- c. Violations of securities laws

competitive business (state & federal ) [ ] [ ]

practices [ ] [ ]

b. Consumer fraud d. False / misleading advertising [ ] [ ]

misrepresentation [ ] [ ]

e. Violation of local Government [ ] [ ]

ordinances

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

Yes [ ] No [ ]

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

**FORM OF CONTRACT**

**CONTRACT FORM**

**CONTRACT FOR SERVICES BY AND BETWEEN**

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

**AND**

**(COMPANY TO BE NAMED)**

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

**WITNESSETH**

**WHEREAS**, the JWSC issued an Invitation for Bids on or about June \_\_\_\_, 2020 (hereinafter referred to as the “Solicitation”) from qualified Contractors to provide for its

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY, GEORGIA**

Hereinafter referred to as the “Project”; and

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

**WHEREAS**, the JWSC, at a regular meeting held on , 2020, authorized the award of the project to the Contractor; and

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

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.

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.

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.

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.

1. **CONTRACT DOCUMENTS**

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:

* JWSC's Solicitation, dated \_\_\_\_\_\_ , 2020 including Addendums, if any.
* Contractor’s Bid dated \_\_\_\_\_\_ , 2020 for

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY, GEORGIA**

* This Agreement which includes the following parts

Contract Form

Performance Bond

Payment Bond

Affidavit of Payment of Claims

Certificate of Insurance

Certificate of Drug Free Workplace

E-Verify Contractor Affidavit and Agreement

E-Verify Subcontractor Affidavit and Agreement

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 2.0 Contract Documents.

1. **SCOPE OF WORK**

Contractor agrees to provide all the skill labor, materials and equipment necessary to carry out, in good faith, the complete requirements of the Project specified as

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY, GEORGIA**

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.

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.

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.

1. **NOTICE TO PROCEED; LIQUATED DAMAGES**

*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.

*Liquidated Damages:* Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **Two Thousand Dollars ($2,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the JWSC and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the JWSC and its rate payers as a result of the failure on the part of the Contractor to compete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute or under this Agreement.

1. **COMPENSATION**

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.

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.

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.

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.

1. **TERM OF AGREEMENT**

This Agreement shall be for a period of **one hundred twenty (120)** consecutive calendar days after the effective commencement date of the Work.

This Agreement is binding on the parties as of date last written below.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **REMEDIES; DISPUTE RESOLUTION**

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.

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

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.

1. **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.

1. **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.

1. **TERMINATION OF AGREEMENT**

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.

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.

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.

1. **AGREEMENT SECURITY – BONDS**

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.

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

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

Attorneys-in-fact who sign and seal Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney evidencing the authority of the individual signing the bond.

1. **NOTICES**

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

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:

If to Contractor: COMPANY TO BE NAMED

If to JWSC: Andrew Burroughs, Executive Director

Brunswick – Glynn County Joint Water and Sewer Commission

1703 Gloucester Street

Brunswick, Georgia 31520

Copy to: Charles Dorminy, JWSC Legal Counsel

Hall Booth Smith, P.C.

3528 Darien Highway Suite 300

Brunswick, Georgia 31525

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.

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.

1. **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.

1. **ENTIRE AGREEMENT; BENEFIT TO PARTIES**

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.

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.

Contractor and JWSC, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

1. **GOVERNING LAW**

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

1. **TIME IS OF THE ESSENCE**

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

1. **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.

1. **MISCELLANEOUS PROVISIONS**

Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.

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.

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part thereof.

***(SIGNATURES ON NEXT PAGE)***

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

COMPANY TO BE NAMED

By:

Name and Title of corporate officer to be named

Date and Seal

Attest to:

By:

Name and Title of corporate officer to be named

Date and Seal

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

By:

G. Ben Turnipseed, Sr., Chairperson

Attest to:

By:

Andrew Burroughs, Executive Director

Date and seal

**CONTRACT FORM CONTINUED**

Please be advised that the Contract Form, herein above, contemplates the Project Described and when the successful Bidder is selected and the Project awarded, then JWSC will provide the successful Bidder with a

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY, GEORGIA**

Agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.

### ***PERFORMANCE BOND***

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

**KNOW ALL MEN BY THESE PRESENT,** that we

, as Principal, and

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

$ ( )

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

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

**WHEREAS**, the JWSC has engaged the said Contractor for the not to exceed sum of

$ ( )

for the **ACADEMY CREEK ROOF REPLACEMENT**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

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

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

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

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

This the day of , 2020, executed in two (2) counterparts.

**PRINCIPAL:**

By:

Title:

Signed and Sealed in the Presence of:

1. (**SEAL)**

2.

**SURETY:**

By:

Title:

Signed and Sealed in the Presence of:

1.

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### ***PAYMENT BOND***

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

**KNOW ALL MEN BY THESE PRESENT,** that we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

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

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

**WHEREAS**, the JWSC has engaged the said Contractor for the not to exceed sum of

$ ( )

For the **ACADEMY CREEK ROOF REPLACEMENT**, 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:

1. 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.

1. 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.

1. 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 preceding thereon that is instituted later than one year after the final settlement of said Contract.
2. 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 , 2020, executed in two (2) counterparts.

**PRINCIPAL:**

By:

Title:

(**SEAL)**

Signed and Sealed in the Presence of:

1.

2.

**SURETY:**

By:

Title:

Signed and Sealed in the Presence of:

1.

2.

**AFFIDAVIT OF PAYMENT OF CLAIMS**

This the day of , 2020

appeared before me, , a Notary Public, in and for

, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the Contract between the Brunswick – Glynn County Joint Water and Sewer Commission (JWSC) and Contractor to be Named (Contractor)

last signed on , for the

**ACADEMY CREEK ROOF REPLACEMENT**

**BRUNSWICK – GLYNN COUNTY, GEORGIA**

**CONTRACTOR Company:**

**By:**

**Title:**

**(SEAL)**

Sworn to and subscribed before me this the day of , 2020

**NOTARY PUBLIC Name:**

**My Commission Expires:**

**(NOTARY SEAL)**

## ***CERTIFICATE OF INSURANCE***

This is to certify that

(Insurance Company)

of (Insurance Company Address)

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

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

**1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520**

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

|  |  |  |
| --- | --- | --- |
| **1.** | **Insured:** |  |
| **2.** | **Project Name:** | **20-024 ACADEMY CREEK ROOF REPLACEMENT**  **BRUNSWICK-GLYNN COUNTY, GEORGIA** |

**3. Policy Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Insurance Company)**

**(Authorized Representative)**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

### 

### ***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:**

### ***E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT***

#### *Georgia Security Immigration and Compliance (GSIC) Act*

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, s*tating affirmatively that the individual, firm, or corporation which is contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: "E-Verify”, web address* [*https://e-verify.uscis.gov/enroll/*](https://e-verify.uscis.gov/enroll/) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

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

***(Continued on Next Page)***

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

**Date of Authorization to Use Federal Work Authorization Program**

**Name of Contractor**

**Title of Authorized Officer or Agent of Contractor**

**Signature and Printed Name of Authorized Officer or Agent**

Sworn to and subscribed before me this the day of , 2020.

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).

### ***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, s*tating 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/*](https://e-verify.uscis.gov/enroll/) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

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

***(Continued on Next Page)***

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

**Date of Authorization to Use Federal Work Authorization Program**

**Name of Subcontractor**

**Title of Authorized Officer or Agent of Subcontractor**

**Signature and Printed Name of Authorized Officer or Agent**

Sworn to and subscribed before me this the day of \_, 2020.

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).

**TECHNICAL SPECIFICATIONS**

**EXHIBIT A**

**ACADEMY CREEK WPCF OPERATIONS BUILDING ROOF REPLACEMENT**

**TECHNICAL SPECIFICATIONS**

The following Technical Specifications include specific requirements for roof replacement to be installed under this Contract.

1. **MEASUREMENT AND PAYMENT:**
   1. No separate payment will be provided for work performed under this Section. Included the cost for this work in the lump sum base bid.
2. **SCOPE OF WORK AND INSTALLATION:**
   1. Remove the existing roof components, and related Pipe & HVAC flashing items, down to the existing structural concrete decking and dispose from the project site. Only as much roofing will be removed as can be dried-in in the same day.
      1. This is to include the 5V-Crimp metal roofing panels and the framing supporting these panels.
      2. Modification to RTU curbs, ductwork, conduit or electrical lines are included and will have to be done by a licensed contractor.
   2. Contractor to inspect substrate in preparation for the new roof system. Rotted or deteriorated substrate will be repair on a Change Order basis.
   3. Furnish and install new cast iron roof drains with leader piping assembly at existing locations.
      1. This is to include removing the existing roof drains with leader piping assembly and installing new.
   4. Furnish and install a tapered ISO insulation system with the necessary crickets per plans to ensure the proper drainage of the water from the roof and will be attached in accordance with Manufacturer’s requirements.
3. The tapered ISO insulation shall be adhered to the structural concrete decking with a low rise foam adhesive.
   1. Furnish and install an adhered 60 mil thick white TPO roof system with all the required components (including traffic pads as indicated) over the tapered ISO insulation per Manufacturer’s recommendations.
   2. Furnish and install new TPO flashings at the existing walls, at the vent pipes, and any other penetrations.
   3. Fabricate and install new aluminum or stainless steel metal drip edge at the transition from the high roof to the low roof.

* + 1. This is to include the necessary manufacturer approved fasteners to properly fasten the metal to the structure.
    2. The metal drip edge shall be shop fabricated out of 24 ga (min) Kynar coated aluminum - Manufacturer’s standard color metal.
  1. Fabricate and install new metal coping at the top of the parapet walls.
     1. This is to include the necessary manufacturer approved fasteners to properly fasten the metal to the structure.
     2. The coping shall be shop fabricated out of 24 ga (min) Kynar coated aluminum - Manufacturer’s standard color metal.
  2. All metal edging and membrane terminations will be done with the Manufacturer’s termination bar and all work will adhere to Manufacturer’s specifications.
  3. Fabricate and install new scuppers at the existing locations.
     1. This is to include removing the existing scupper and scupper trims and installing new.
     2. The new scuppers shall be shop fabricated out of 24ga TPO coated metal.
     3. The new scuppers and scupper trims shall be the same dimensions and specification as the existing scuppers and scupper trims, or an approved equal by Engineer and Owner.
  4. Furnish and install a new mill finished aluminum roof hatch.
     1. The new roof hatch shall be the same dimensions and specification as the existing roof hatch, or an approved equal by Engineer and Owner.
     2. The new roof hatch shall have a ladder up-post and guardrail system.
  5. Add two (2) new stands for the existing spot lights that are currently installed at the corners of the building through the coping cap.
  6. Furnish and install an aluminum prefabricated stair access with 36-inch wide treads and handrails from lower roof to upper roof section of the building which meets and is compliance with latest OSHA requirements.

1. **SUBSTITUTIONS AND PRODUCT OPTIONS:**

These Technical Specifications include specific roofing material 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.

The Contractor shall submit complete shop drawings of roofing system to demonstrate compliance with these specifications, to show materials of construction and to detail installation procedures. Manufacturer’s recommended testing procedures and quality control procedures shall also be submitted. Certifications that the roofing materials were manufactured in accordance with these specifications and the appropriate ASTM standards shall be submitted with each shipment.

1. **QUALIFICATIONS:**

The Contractor performing the work shall be fully qualified, licensed in the State of Georgia, 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 proposed roofing materials in a minimum of five (5) locations as documented by verifiable Owner references. References that are documented and that can be verified shall be submitted to demonstrate that the contractor meets these requirements. Contact names and numbers shall be included with the references. The Contractor’s proposed superintendent /foreman for the work under this Contract shall have successfully installed 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 per the JWSC’s attached insurance requirements.

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 roofing materials. The installation of materials shall cease whenever the superintendent/foreman is not on site.

1. **DELIVERY, STORAGE, AND SHIPPING:**

Contractor to submit proposed Site Utilization Plan for designated construction parking, lay down area, SWPP, and temporary fences (if required). Contractor shall coordinate the exact size and location of the lay down area with the JWSC’s representative.

Care shall be taken in shipping, handling and placing roofing materials to avoid damaging the products. Any roofing material 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.

Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.

While stored, the roofing materials shall be adequately packaged and protected. The roofing materials shall be stored in a manner as recommended by the Manufacturer.

1. **PROJECT CONDITIONS:**
   1. Weather
      1. Proceed with roofing only when existing and forecasted weather conditions permit.
      2. Contractor to follow Manufacturer’s recommended ambient temperatures when applying hot asphalt or water based adhesives. And ensure the product has been stored in a dry, warm area, at least at room temperature.
      3. Contractor should schedule the application when no rain is forecast for 24-48 hours after the application has taken place, which will enable the proper time for curing.
2. **CONTRACTORS USE OF PREMISES:**
3. General: Limit use of the premises only to construction activities in areas agreed upon.
   1. Contractor’s personnel must be cleared by the JWSC for access to the plant.
   2. The JWSC reserves the right to request background information and mandatory drug testing verification on any and all workers present on site.
   3. Contractor shall not mobilize on to any site until after the building permit is obtained, submittals are accepted, proposed shutdown and testing plans are accepted, and documentation is provided indicating that the necessary equipment and materials are available to proceed in the sequence indicated in the accepted schedule, unless approved otherwise in writing by the JWSC. Contractor may enter plant sites to perform preparatory work such as gather field measurements, take preconstruction photos, establish secondary survey control points, coordinate with utility providers for new services, and related items.
   4. Confirm operations to areas within Construction limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
   5. Keep driveways and entrances serving the premises clean and available to the Owner. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
   6. Protect all partially and fully completed roofing work from other trades until completion.
   7. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
   8. When it is not possible to stage materials away from locations where partial or completed installations has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during application process.
   9. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.
4. **CLEAN-UP:**
   1. All work areas are to be kept clean, clear and free of debris at all times.
   2. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
   3. All tools and unused materials must be collected at the end of each workday and stored properly off the finished roof surface and protected from exposure to the elements.
   4. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
   5. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
   6. Clean and restore all damaged surfaces to their original condition.
5. **QUALITY ASSURANCE:**
   1. The contractor shall be solely responsible for providing whatever means and methods necessary to provide a water-tight building exterior during all roofing activity. Any damage from roof leaks will be the contractor’s responsibility.
   2. Manufacturer’s Qualifications: Contractor shall provide a roofing system that meets or exceeds all criteria listed in this section.
   3. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
   4. Final Inspection: Manufacturer’s representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.
6. **PRE-INSTALLATION CONFERENCE:**
7. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, owner, project representative and any other person directly involved with the performance of the work. The installer shall record conference discussions to included decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.
8. **PEFORMANCE REQUIREMENT:**
9. Provide an install roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
10. The contractor shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with Manufacturer’s current application requirements.
11. **REGULATORY REQUIREMENTS:**
    1. All work shall performed in a safe, professional manner, conforming to all Federal, State and Local codes.
12. **SHOP DRAWING SUBMITTALS:**
13. Shop Drawings: Submit complete shop drawings showing all details, dimensions, adjacent materials, terminations, underlayment, etc., for all roof systems; all flashing, all membrane; and all other related work.
14. Product Data: Provide product data sheets for each type of product indicated in this section.
15. Samples: Provide samples of insulation, fasteners, membrane materials and accessories for verification of quality to be approved by Engineer and Owner.
16. Certificates: Installer shall provide written documentation from the Manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
17. **VISUAL INSPECTIONS AND PAYMENT APPROVAL:**

All roofing material products shall be visually inspected after installation for final acceptance.

The Engineer’s/Owner’s decision on how defective material installation is repaired shall be final. If any defective material 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.

No partial payment is accepted. Payment shall not be made for the installed roofing materials until the finished roof passes the visual inspection.

1. **WARRANTY:**

The materials used for the project shall be certified by the Manufacturer for the specified purpose. The Manufacturer shall provide warranty to the Owner with no monetary limitations where the Manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in material or workmanship for **twenty (20)** years after the date of acceptance by the Owner. The Contractor shall warrant the installation of the roofing materials for a period of **five (5)** years. During the warranty period if the roofing material fails or shows any defect, which may materially affect the integrity, strength, function, and/or operation of the roof, it shall be immediately repaired at the Contractor’s expense.