



Brunswick-Glynn County Joint Water and Sewer Commission

**IFB No. 20- 018
Invitation For Bid**

**Brockinton Area Line Repair
for the
Brunswick-Glynn County Joint Water and Sewer Commission**

Monday, February 3, 2020

MANDATORY Pre-bid meeting and site visit on Thursday, February 20, 2020 10:00 a.m.
Brunswick-Glynn County Joint Water and Sewer Commission Chambers
1703 Gloucester Street
Brunswick, Georgia 31520

Deadline for questions Wednesday, February 26, 2020, 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

Bid Responses Due by:

12:00 NOON, EST Tuesday March 10, 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. 20-018 Brockinton Area Line Rehabilitation”

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/>

BIDDING DOCUMENTS

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION

INVITATION FOR BID

No. 20-018

Brockinton Area Line Rehabilitation

1.0 INTRODUCTION

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) wishes to receive bids for rehabilitation of 12” sewer line located between the 1000 – 1065 block of Brockinton Drive, St. Simons Island, Glynn County, 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, March 10, 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 trenchless structural rehabilitation of the various line sections. The rehabilitation work should be in accordance with JWSC standards and specifications should include:

- 12” CIPP Mainline segment rehabilitation
- Repair 6” Lateral w/Top Hat Brim (Long Boy)
- Service connection reinstatement
- Strength Testing / Engineering (Design and Sample Testing)
- Pre & Post Videos
- Soil Stabilization (Grout and Injection Points)

Pricing Submitted should include all mobilization, strength testing, bypass pumping and traffic control. See Exhibit A for a map of the area where the work is to be performed. Technical Specifications are included as Exhibit B within this document plus observational video footage showing pipe line conditions as Exhibit C are 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. A *mandatory pre-bid meeting* will be held in the JWSC main conference room, 1703 Gloucester Street, Brunswick, Georgia 31520 on **Thursday, February 20, 2020, at 10:00 a.m. EST** followed by a site visit 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 sixty (60) 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 ten percent (10%) 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 **60 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 subsequent **30 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
02/03/2020	Solicitation Released; Bid Docs Available for prospective Bidders
Thursday, 02/20/2020 – 10:00 a.m. EST	Mandatory Pre-Bid Meeting - JWSC Headquarters - 1703 Gloucester Street
Wednesday, 02/26/2020 5:00 p.m. EST	Deadline for Questions
Tuesday, 03/10/2020 – NOON EST	Bids Due
Thursday, 03/19/2020	Anticipated Award Date
03/19-04/18/2020	Contract Execution Period and Pre-Construction Meeting
No Later than Week of 04/27/2020	Commencement of Work
No Later than 06/26/2020	Completion of Work
No Later than 08/25/2020	All Final Docs 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 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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

All autos-owned, hired,
or non-owned

\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

(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.

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. 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 Wednesday, February 26, 2020.**

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, March 10, 2020. Mandatory label required on outside of envelope: "Invitation For Bids – Brockinton Area Line Rehabilitation". 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: 20-018 BROCKINTON AREA LINE REHABILITATION

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	Lump Sum	\$	\$
2	Bypass Pumping	1	Lump Sum	\$	\$
3	Traffic Control	1	Lump Sum	\$	\$
4	Sanitary Sewer Mainline Pre-Cleaning Inspection ≤ 12" Diameter	800	Linear Feet	\$	\$
5	Sanitary Sewer Mainline Cleaning ≤ 12" Diameter	800	Linear Feet	\$	\$
6	Sanitary Sewer Mainline Post-Cleaning Inspection ≤ 12" Diameter	800	Linear Feet	\$	\$
7	12" CIPP Mainline Rehabilitation	800	Linear Feet	\$	\$
8	Sanitary Sewer Mainline Defect Cut ≤ 12" Diameter	1	Lump Sum	\$	\$
9	6" Lateral CIPP w/Top Hat Brim (Long Boy)	2	Each	\$	\$
10	Service Connection Reinstatement	1	SEGMENT	\$	\$
11	Strength Testing / Engineering (Design and Sample Testing)	1	Lump Sum	\$	\$
12	Sanitary Sewer Mainline Lateral Cut ≤ 12" Diameter	1	EACH	\$	\$
13	Service Connection Reinstatement	1	EACH	\$	\$
TOTAL					

TOTAL (Figures): \$ _____

(Words): _____

Bidders Name: _____

Signature: _____

Company Name: _____

Date: _____

7.0 PROJECT REFERENCES

BROCKINTON AREA LINE REHABILITATION **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: _____ Date of Final Completion: _____

Contract Amount: Original: \$ _____ Final: \$ _____

Brief Description of Project:

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): Public Works Private Owner

Contractual Status on Project (check appropriate box): Prime 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

BROCKINTON AREA LINE REHABILITATION

OATH

State of Georgia
City of Brunswick
County of Glynn

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

BROCKINTON AREA LINE REHABILITATION

ST. SIMONS ISLAND – 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:

BROCKINTON AREA LINE REHABILITATION

ST. SIMONS ISLAND - 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. _____

2. _____

=====
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.

a. Does the Bidder have the above EEO policy in place?

Yes

No

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

Yes

No

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

(Firm's Name)

(Authorized Signature)

(Title)

(Date)

LEGAL AND CHARACTER QUALIFICATIONS

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

	Yes	No		Yes	No
a. Fraud	[]	[]	h. Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)	[]	[]
b. Embezzlement	[]	[]	i. False/misleading advertising	[]	[]
c. Tax Evasion	[]	[]	j. Perjury	[]	[]
d. Bribery	[]	[]	k. Conspiracy to commit any of the Foregoing offenses	[]	[]
e. Extortion	[]	[]			
f. Jury Tampering	[]	[]			
g. Anti-Trust Violations	[]	[]			

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

	Yes	No		Yes	No
a. Unfair/anti-competitive business practices	[]	[]	c. Violations of securities laws (state & federal)	[]	[]
b. Consumer fraud misrepresentation	[]	[]	d. False / misleading advertising	[]	[]
			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 []

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 and through its Commissioners (hereinafter referred to as the “JWSC”) and *Company to be Named*, a *State of Incorporation* licensed to do business in the State of Georgia (hereinafter referred to as the Contractor)

WITNESSETH

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

BROCKINTON AREA LINE REHABILITATION
ST. SIMONS ISLAND – 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:

1.0 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.

2.0 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

**BROCKINTON AREA LINE REHABILITATION
ST. SIMONS ISLAND – 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.

3.0 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

**BROCKINTON AREA LINE REHABILITATION
ST. SIMONS ISLAND – 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.

4.0 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 **sixty (60)** 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 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.

5.0 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.

6.0 TERM OF AGREEMENT

This Agreement shall be for a period of **sixty (60)** consecutive calendar days after the effective commencement date of the Work.

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

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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 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.

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.

13.0 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.

14.0 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.

15.0 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.

16.0 AGREEMENT SECURITY – BONDS

A bid guarantee in an amount not less than ten percent (10%) 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.

17.0 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.

18.0 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.

19.0 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.

20.0 GOVERNING LAW

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

21.0 TIME IS OF THE ESSENCE

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

22.0 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.

23.0 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

BROCKINTON AREA LINE REHABILITATION

ST. SIMONS ISLAND – 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 **BROCKINTON AREA LINE REHABILITATION**, 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:

(SEAL)

1. _____

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 **BROCKINTON AREA LINE REHABILITATION**, 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 _____, 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

**BROCKINTON AREA LINE REHABILITATION
ST. SIMONS ISLAND – 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:** **BROCKINTON AREA LINE REHABILITATION
ST. SIMONS ISLAND - 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 is available in the employee's community, by any employee who is so convicted.

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

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

Company Name:

Authorized Signature:

Title:

Date:

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

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

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

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

(Continued on Next Page)

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

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

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

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

(Continued on Next Page)

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

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the _____ day of _____, 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
BROCKINTON AREA LINE REHABILITATION TECHNICAL
SPECIFICATIONS

The following Technical Specifications include specific requirements for rehabilitation work to be installed under this Contract.