

## INVITATION TO BID

## ITB NO. 20-016

**2016 SPLOST NORTH MAINLAND PHASE III FORCEMAIN IMPROVEMENTS**

**BGJWSC PROJECT NO. 702**

**TO THE BRUNSWICK-GLYNN COUNTY**

**JOINT WATER AND SEWER COMMISSION**

**MANDATORY Pre-Bid Meeting: Friday, February 21, 2020 at 1:00 p.m.**

**JWSC Commissioner Chambers 1703 Gloucester Street**

**Brunswick, Georgia 31520**

**Deadline for questions is Friday, February 28, 2020 at 5:00 p.m. EST**

**Bids Due by 12:00 NOON, EST on Tuesday, March 17, 2020 to:**

**Purchasing Division**

**Pam Crosby, Director of Purchasing**

**Joint Water and Sewer Commission 1703 Gloucester Street**

**Brunswick, Georgia 31520**

**(912) 261-7100**

**Complete RFP Document and Specifications may be accessed electronically at**

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

**Please Label Submission with Firm's Name, Address and Project Title: "Sealed Bid – ITB NO. 20-016 / 2016 SPLOST North Mainland Phase III Forcemain Improvements – BGJWSC Project No. 702"**

### IFB NO. 20-016

### INVITATION FOR BIDS

###### 2016 SPLOST NORTH MAINLAND PHASE III FORCEMAIN IMPROVEMENTS

###### BGJWSC PROJECT NO. 702

Sealed bids will be received by the Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC) at the JWSC’s Office of the Procurement Director, 1703 Gloucester Street, Brunswick, Georgia 31520 until ***12:00 NOON EST, TUESDAY, MARCH 17, 2020,*** at which time and place they will be publicly opened and read aloud***.***

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

###### SCOPE OF WORK

The work to be performed under this contract consists of furnishing all skill, labor, materials, tools, equipment and incidentals required to construct complete, in place, and ready to operate a new 18-inch and 20-inch forcemain along a portion of Harry Driggers Boulevard, Canal Road, Old Jesup Road, and an existing sewer easement north of Driftwood Mobile Home Park, and a 12-inch and 14-inch water main along a portion of Canal Road in Brunswick, Glynn County, Georgia. More specifically, the work includes, but is not limited to:

* Approximately 13,500 Linear Feet (LF) of 20-inch HDPE (DR11) forcemain via horizontal directional drill, and all necessary appurtenances.
* Approximately 6,300 LF of 18-inch PVC (DR18) forcemain, 450 LF of 20-inch PVC (DR18) forcemain, and 20 LF of 24-inch PVC (DR18) forcemain by open cut construction, stub-outs for future connections, and all necessary appurtenances.
* Approximately 140 LF of 36-inch steel casing pipe installed through CSX railroad right-of-way by Jack-and-Bore with 20-inch PVC carrier piping.
* 8-inch forcemain tie-in from new 18-inch forcemain near PS4110 to existing 8-inch PS4110 discharge forcemain downstream of flow metering assembly, including 8-inch linestop and all necessary appurtenances.
* 20-inch forcemain tie-in from new 20-inch forcemain to existing 20-inch forcemain at the intersection of Canal Road and Gateway Center Blvd, including all necessary appurtenances.
* 20-inch forcemain tie-in from new 20-inch forcemain on Old Jesup Road near Ogden Road to existing 20-inch forcemain in the intersection of Old Jesup Road and Ogden Road, including all necessary appurtenances. Installation of 20-inch plug valve on existing 20-inch forcemain on Ogden Road, including all necessary appurtenances.
* Tie-in and discharge of 20-inch forcemain to existing gravity sewer system upstream of PS4036 on B&W Grade Road, including new 8-feet diameter manhole with tie-in to existing 30-inch gravity sewer piping and new 24-inch forcemain, including 20 LF of 30-inch PVC (SDR26) gravity sewer pipe around manhole, temporary bypassing operations, and all necessary appurtenances.
  + Temporary bypassing operations include but are not limited to all pumps, piping and hoses, valves, fittings, accessories, power and fuel, controls and monitoring to bypass gravity sewer flow upstream of PS4036 to construct new manhole and gravity sewer and forcemain tie-ins.
* Approximately 2,200 LF of 12-inch PVC (DR18) water main by open cut construction, fire hydrants, water services, and all necessary appurtenances.
* Approximately 150 (LF of 14-inch HDPE (DR11) water main via horizontal directional drill, and all necessary appurtenances.
* Two (2) 12-inch water main tie-ins from new 12-inch water main to existing 12-inch water mains on Canal Road, including all necessary appurtenances.
* All associated mobilization/demobilization, demolition, tree removal, proper disposal of drilling mud and other fluids and materials, required staging and work areas, removal, disposal and replacement of unsuitable soils, dewatering, all joint materials, fittings, gaskets, adapters, and coatings, all testing, soil erosion and sedimentation control, maintenance of traffic (vehicular, pedestrian, and bicycle), complete project area restoration, adherence to all permit requirements including sampling and monitoring, project photographs and videos, as-builts and record documents, and all other work and appurtenances shown on the Construction Drawings and indicated or implied in the Contract Documents and Specifications, or required for the forcemain and water main systems complete and ready for use.
* Bid Alternates are included for evaluation of alternative piping material and size for the forcemain system.

The Bidder is ***encouraged*** to examine the location of the work and inform themselves fully as to the conditions present along the proposed route. Except for the work along the sewer easement and the residence on B&W Grade Road, the majority of the project improvements are located within the public rights of way, and site visits can be performed at the bidder’s convenience.

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A ***mandatory pre-bid meeting*** will be held in the JWSC Commission Chambers, 1703 Gloucester Street, Brunswick, Georgia 31520, **Friday, February 21, 2020, at 1:00 p.m.**

**Contractor qualifications for this project are included in the Instructions to Bidders.**

A bid guarantee in an amount not less than five percent (5%) of the amount bid must accompany each bid. Acceptable forms of bid guarantees are: a bid bond, certified check or cashier’s check made payable to the Brunswick-Glynn County Joint Water and Sewer Commission. Performance and Payment bonds, each in an amount equal to hundred percent (100%) of the contract amount will be required of the successful Bidder.

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

***The JWSC reserves the right to reject any and all bids, waive technicalities and make an award in the best interest of the JWSC.***

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# Brunswick - Glynn County Joint Water and Sewer Commission

**BIDDING DOCUMENTS AND**

**TECHNICAL SPECIFICATIONS**

## 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS

## BGJWSC PROJECT NO. 702

**FEBRUARY 4, 2020**

**BIDDING DOCUMENTS AND**

**TECHNICAL SPECIFICATIONS**

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

BGJWSC PROJECT NO. 702

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**GENERAL CONDITIONS SPECIAL CONDITIONS**

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15075 - Horizontal Directional Drilling (HDD)

**ATTACHMENTS**

**Construction Plans: Brunswick-Glynn JWSC 2016 SPLOST North Mainland PH III Forcemain Improvements, Brunswick, Glynn County, Georgia** prepared by Four Waters Engineering, Inc. dated December 2019.

**August 23, 2019, Terracon Geotechnical Engineering Investigation, Glynco Linear Force Water Main, Brunswick, Glynn County, Georgia, Terracon Project No. ES195146.**

**US Army Corps of Engineers Wetland Delineation Evaluation Letter (June 1, 2018):** Regulatory Branch #SAS-2017-00989, Wetlands Exhibit – Sanitary Sewer Force Main Improvements Harry Driggers Boulevard (SPLOST III) 1356th GMD, Glynn County, Georgia.

**Permits:**

Georgia Environmental Protection Division NPDES Permit – Wastewater PS and Forcemain EPD#2019-200 (Not selected for review by EPD)

Georgia Environmental Protection Division, GAR248C3C-V1, Notice of Intent to Discharge Storm Water Associated with Construction Activity (will be transferred to contractor)

CSX Utility Encroachment Permit, CSX898886 / 1033416, Draft Agreement - Pending

**BIDDING DOCUMENTS**

**Office of the Director of Procurement Brunswick-Glynn County**

**Joint Water and Sewer Commission 1703 Gloucester Street**

**Brunswick, Georgia 31520**

***Advertisement for Bids Instructions to Bidders Bid Form***

***Oath Bid Bond***

***Representation***

***Legal and Character Qualifications Affidavit***

***E-Verify Affidavit Contractor E-Verify Affidavit Subcontractor***

**Instructions to Bidders**

### Intent and Timeline

It is intended that the Instructions to Bidders, General Conditions, Construction Plans and Technical Specifications shall define and describe the complete work to which they relate. Requests for clarification and all questions during the bidding period must be submitted in writing via e-mail to the Director of Procurement, Pam Crosby at [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org) on or before ***5:00 p.m. EST on Friday, February 28, 2020***. Requests for clarification received after this date will not be considered. Responses to requests for clarification and questions will be issued by addendum to all qualified bidders and will also be posted on the JWSC website ([www.bgjwsc.org](http://www.bgjwsc.org/)). The bid due date is ***NOON EST on Tuesday, March 17, 2020.***

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| --- | --- |
| **Anticipated Timeline** | |
| **Date** | **Event** |
| Thursday, February 6, 2020 | ITB Released |
| **Friday, February 21, 2020 - 1:00 p.m. EST** | **Pre-Bid Meeting Held** |
| Tuesday, February 25, 2020 – NOON EST | Issue any addenda that is a result of pre-bid feedback |
| **Friday, February 28, 2020 - 5:00 p.m. EST** | **Deadline for Questions** |
| No later than Monday, March 9, 2020 - 5:00 p.m. EST | Issue Addenda for responses to final questions |
| **Tuesday, March 17, 2020 - NOON** | **Bids Due** |
| Wednesday, March 18, 2020 to Wednesday, April 15, 2020 | Bid Tabulation; Qualifications and Engineering Review;  JWSC Committee Reviews–Finance & Facilities |
| **Thursday, April 16, 2020** | **Full Commission Approval** |
| No later than Friday, May 15, 2020 | Pre-Construction Meeting & Public Meeting for Project Submittal process Begins |
| **Week of 6/1/2020** | **Issue Notice To Proceed - Physical Construction Begins** |

1. **Work to be Done**

The work to be performed under this contract consists of furnishing all skill, labor, materials, tools, equipment and incidentals required to construct complete, in place, and ready to operate a new 18-inch and 20-inch forcemain along a portion of Harry Driggers Boulevard, Canal Road, Old Jesup Road, and an existing sewer easement north of Driftwood Mobile Home Park, and a 12-inch and 14-inch water main along a portion of Canal Road in Brunswick, Glynn County, Georgia. More specifically, the work includes, but is not limited to:

* Approximately 13,500 Linear Feet (LF) of 20-inch HDPE (DR11) forcemain via horizontal directional drill, and all necessary appurtenances.
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* All associated mobilization/demobilization, demolition, tree removal, proper disposal of drilling mud and other fluids and materials, required staging and work areas, removal, disposal and replacement of unsuitable soils, dewatering, all joint materials, fittings, gaskets, adapters, and coatings, all testing, soil erosion and sedimentation control, maintenance of traffic (vehicular, pedestrian, and bicycle), complete project area restoration, adherence to all permit requirements including sampling and monitoring, project photographs and videos, as-builts and record documents, and all other work and appurtenances shown on the Construction Drawings and indicated or implied in the Contract Documents and Specifications, or required for the forcemain and water main systems complete and ready for use.
* Bid Alternates are included for evaluation of alternative piping material and size for the forcemain system.

1. **Site Examination**

The Bidder is ***encouraged*** to examine the location of the work and inform himself fully as to the conditions present along the proposed route. Except for the work along the sewer easement and the residence on B&W Grade Road, the majority of the project improvements are located within the public rights of way, and site visits can be performed at the bidder’s convenience. A ***mandatory pre-bid meeting*** will be held in the JWSC Commission Chambers, 1703 Gloucester Street, Brunswick, Georgia 31520 on **Friday, February 21, 2020 at 1:00 p.m. EST.**

1. **Bid and Contract Security**

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.

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.

1. **Determination of Successful Bidder**

The contract will be awarded to the lowest responsive, responsible Bidder; if awarded.

The determination of the Bidder's ***responsibility*** will be made by the JWSC based on whether the Bidder:

1. Meets the minimum qualification requirements established by JWSC to submit a bid for the project,
2. maintains a permanent place of business,
3. has the appropriate technical experience,
4. has adequate plant and equipment to do the work properly and expeditiously,
5. has suitable financial means to meet obligations incidental to this work, and
6. is appropriately licensed for the described work in the State of Georgia.

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

The determination of ***responsiveness*** will by 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.

1. **Bid Alternates**

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

1. **Contract Time**

Contract time shall consist of three hundred thirty (330) consecutive calendar days for the completion of work, to be computed from the date of the Notice to Proceed. Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **Two-thousand Dollars ($2,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein.

1. **Bid Form**

Bids shall be submitted on the Bid Form included. Bids shall be based upon lump sum prices as indicated by the Bid Form. Where errors or omissions result in discrepancies in proposal totals, prices per unit as submitted will be binding. Final payment will be based upon completion and acceptance of the work by the JWSC.

1. **Submission of Bids**

Bids shall be submitted at the time and place designated in the Invitation for Bids. On the outside of the envelope containing the Bid shall be noted the following:

**SEALED BID – IFB NO. 20-016**

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**JWSC PROJECT NO. 702**

The Bidder shall submit ***one (1) original Bid, five (5) duplicates (hardcopies) and one***

***(1) electronic copy (USB or CD)*** in an opaque sealed envelope at the time and place indicated in the Invitation. The outside of the envelope containing the Bid also shall be marked with the Bidder’s name, address and Georgia Utility Contractor's License Number. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail.

All blanks in the Bid must be completed and written or printed in ink.

Bids by corporations must be executed in the corporate name by the president or vice- president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary of the corporation. The corporate address and state of incorporation must be shown on the Bid Form.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership

must be shown on the Bid Form.

The address, telephone number, facsimile number and email address for communications regarding the Bid must be shown on the Bid Form.

All names and titles must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, if any. The numbers of each Addendum must be filled in on the Bid Form.

The ***Oath, Bid Bond, Representation, Legal and Character Qualifications, Affidavit, E- Verify Affidavit Contractor and E-verify Affidavit Subcontractor (if applicable)*** forms in this IFB shall be submitted with the Bid, and be executed in proper form.

### IN ACCORDANCE WITH O.C.G.A. § 13-10-91, NO PROPOSAL FOR THE PHYSICAL PERFORMANCE OF SERVICES WILL BE CONSIDERED UNLESS THE BID INCLUDES A SIGNED, NOTARIZED E-VERIFY AFFIDAVIT AS SET FORTH HEREIN.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the IFB, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Project and furnishing of the Work.

###### Criteria for Qualification

The work specified in this project requires significant previous experience and expertise in similar work to avoid negative impacts to public safety and the environment. Therefore, the Contractor performing the work shall be qualified, in JWSC’s judgment, to complete the pipeline installation work specified herein. **The Contractor shall submit substantiating evidence of qualifications, in accordance with the provisions of this Section and the Instructions to Bidders with the Bid response.** Failure to submit the required documentation may cause the Contractor to be declared unqualified to perform the scope of work. **All horizontal directional drilling operations including pipe joining/fusing shall be performed by the Contractor or a single subcontractor**. In order to qualify to perform work specified in this request for bid the Contractor must provide evidence satisfactory to JWSC, including the following:

* 1. Contractor to have successfully self-performed work comparable in nature to the scope of work required by this project for a minimum of five (5) years, including two (2) projects with pipelines 18-inch in diameter or greater and footages of at least 10,000 linear feet (LF).

(JWSC shall have sole authority to determine the adequacy of representative projects.)

* 1. Contractor (or proposed subcontractor) to have successfully self-performed at least two (2) horizontal directional drilling projects to install pipe 20-inch in nominal diameter or greater and footages of at least 10,000 LF within the past five (5) years.

(JWSC shall have sole authority to determine the adequacy of representative projects.)

* 1. In order to qualify to perform work specified in this request for bid the Contractor must provide evidence satisfactory to JWSC of the following personnel qualifications:
     1. The Contractor's proposed project manager, superintendent, contractor’s (or proposed subcontractor’s) drill operator, and guidance system operator assigned to horizontal directional drilling of this project shall be experienced in work of this nature and shall have successfully completed similar projects using horizontal directional drilling.
     2. All drilling, drill guidance, and pipe joining equipment operators shall be experienced in comparable horizontal directional drilling work, and shall have been fully trained in the use of the proposed equipment by an authorized representative of the equipment manufacturer(s) or their authorized training agents.
     3. All HDPE (or FPVC if approved for use) fusion equipment operators shall be qualified to perform pipe joining using the means, methods and equipment employed by the Contractor. Fusion equipment operators shall have current, formal training on all fusion equipment utilized for the project. Training received more than three (3) years prior to operation of the fusion equipment for this project shall not be considered current. The Contractor shall submit written certification of training provided by the fusion equipment manufacturer.

In determining the Applicant’s qualifications, the following factors will be considered:

* Company experience
* Individual staff experience and qualifications
* References on completed projects
* Financial stability (including bonding capacity and insurance coverage)
* Safety record

Contractors must be licensed as a Utility Contractor by the State of Georgia to perform work for the Brunswick-Glynn County Joint Water and Sewer Commission.

###### Financial Information

Applicants are required to submit financial information to enable the JWSC to adjudge the firm’s financial stability. The financial information required for the qualification review process may be submitted in one of the following two formats:

* 1. Copies of financial statements included as an attachment to the Bid Response; or
  2. Submittal of the attached *Financial Information Form*, completed by an independent certified public accountant, using data extracted from the Applicant’s financial statements.

All financial statements will be returned to the Applicant or will be destroyed upon completion of the review of the submitted information. If the Applicant desires for the statements to be returned, a self-addressed, stamped envelope or a delivery service account number for return shipment must be included with the application.

Note that whether submitting copies of financial statements or information extracted from these statements, the statements must be audited or reviewed. Compiled or self-prepared financial statements are not acceptable for the JWSC qualification review process.

###### Bonds and Insurance

The BGJWSC requires performance and payment bonds in the full amount of the bid on each project, in addition to appropriate insurance coverage for the Contractor. A copy of the Insurance Requirements for Contractors for Brunswick-Glynn Joint Water and Sewer Commission is attached. The BGJWSC will require current certificates of insurance indicating full coverage prior to executing contracts.

###### Georgia Security & Immigration Compliance Act

Applicants are advised that all Contractors performing work for Brunswick-Glynn Joint Water and Sewer Commission must comply with the requirements of O.C.G.A. Sec. 13-10-91 (the “Georgia Security & Immigration Compliance Act”) and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor. The procedures and requirements of the Brunswick-Glynn Joint Water and Sewer Commission Government related to the Georgia Security & Immigration Compliance Act, along with the affidavits and a compliance certification form are included in the bid documents of all Brunswick-Glynn Joint Water and Sewer Commission projects. Completed affidavits and forms are to be submitted with the bid on a project or at the time of contract execution for an awarded project, as indicated in the specific bid documents. Bids submitted without the required affidavits will be considered non-responsive and will be disqualified from further consideration.

###### Significant changes; obligation to communicate

During the course of the project, selected qualified firm must submit revised information to the BGJWSC at any time any of the following changes occur.

* 1. Acquisition of contractor or name change;
  2. Change in financial status that could adversely affect the ability of the Contractor to perform the work;
  3. Changes that adversely affect the Contractor’s ability to obtain Bonds and/or insurance required to perform work;
  4. Material changes in staffing, experience, or equipment;
  5. Any other changes that could alter the Contractor’s qualification standing with the BGJWSC.

###### Other

The qualification of a Contractor will not deprive the Brunswick-Glynn Joint Water and Sewer Commission of the right to reject any bid, where other circumstances and developments have, in the opinion of the BGJWSC, changed the qualification or responsibility of the Contractor.

This form, its completion by the Applicant, and its use by the BGJWSC, shall not give rise to any liability on the part of Brunswick-Glynn Joint Water and Sewer Commission to the Applicant or any third party or person. The Applicant accepts all risks and cost associated with the completion of the qualification package without financial guarantee.

###### Attachments

* 1. Certification of Qualification Application Content
  2. Contractor’s Qualification Statement Forms
  3. Financial Information Form
  4. Similar Projects and References Form (need minimum of four (4) submitted; except for Contractors who self-perform horizontal directional drilling construction projects, a minimum of three (3) reference projects may be submitted with one (1) of the successfully completed horizontal directional drilling projects used to overlap the requirements of the comparable in nature projects (18-inch diameter or greater and 10,000 LF minimum))
  5. Insurance Requirements for Contractors

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###### ATTACHMENT NO. 1

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

**APPLICATION FOR QUALIFICATION**

**IFB NO. 20-016**

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS PROJECT NO. 702**

**Affidavit for Contractor**

**Certification of Qualification Application Content**

I, the undersigned, (typed name) as the authorized representative for (typed company name), a contractor interested in being qualified for bidding on the noted Brunswick-Glynn Joint Water and Sewer Commission project, do hereby attest that all statements and representations made herein are true and correct to the best of my knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred.

I understand that the Brunswick-Glynn Joint Water and Sewer Commission will investigate any and all statements and representations in this application made by my firm and me, and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, I have provided them in the application package. I agree to waive any claims against the Brunswick-Glynn Joint Water and Sewer Commission for the release of the information necessary to evaluate this application.

I am hereto sworn (signature)

(title)

(firm name) This date ,

County of State of

The foregoing instrument was acknowledged before me this day of

(Notary signature)

(typed Notary name)

My commission expires

(Notary Seal)

###### ATTACHMENT NO. 2

**BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION APPLICATION FOR** **IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS PROJECT NO. 702**

**Contractor’s Qualification Statement**

1. Name of Contractor:
2. Contact Information:

(AS REGISTERED WITH THE SECRETARY OF STATE)

* 1. Mailing Address:
  2. Business Address:
  3. Telephone number: ( )
  4. Fax number: ( )

e. Primary Contact Person:

Name:

Email Address:

1. Licensing Information:
   1. State of Georgia Utility Contractor License Number:
   2. Business License Number:

County of Issue:

1. Type of Organization (check appropriate block):

Corporation  Partnership  Sole Proprietorship

* 1. If corporation, indicate:

State of incorporation:

Date:

* 1. If partnership, indicate date of organization:
  2. If sole proprietorship, indicate number of years in continuous business:
  3. List names of officers or partners and their length of time with the firm.

years

years

years

1. How many persons does your company permanently employ?
2. How many years of experience in the proposed type and size of construction work has your organization had as a general contractor?
3. List all names previously used by your firm:
4. List all companies, firms, or organizations that own any part of your organization:
5. Is your firm currently prequalified for similar work with other municipalities or public utilities?

Yes:

No:

If yes, list names of municipalities or public utilities:

1. Provide a summary of the background and experience of the members of your organization (or proposed subcontractor) who perform key functions on horizontal directional drilling projects. The summary must include:

* The individual’s name
* Position
* Number of years with the firm
* Details regarding work experience with project names and dates
* Information about education
* Specialized training and/or certifications
* Any other pertinent information.

At a minimum, the following positions on your project team shall be identified in this submittal.

Office Management Jobsite Management

Project Manager Field Supervisor

Safety Manager Applicator

Certified Utility Manager Safety Representative Drill Operator

Guidance System Operator

HDPE (or FPVC if approved for use) Fusion Equipment Operator

* *Attach personnel summaries to demonstrate that personnel have the minimum experience and expertise described in the Instructions section of this application package.*

1. Submit an audited or reviewed financial statement for each of the past three (3) years, including the most recent fiscal year activity. The statements must be prepared by an independent, licensed certified public accountant. Financial statements must include balance sheets, income statements, and a statement of retained earnings, supporting schedules, and notes. All copies of financial statements will be returned to the Applicant following completion of the qualification review process or will be destroyed, as indicated below.

Indicate desired disposition of copies of financial statements:

 Return to Applicant  Destroy

As an alternate to the submittal of Financial Forms, submit a completed *Financial Information Form* prepared by an independent, licensed certified public accountant. The *Form* must include information for each of the past three (3) years, including the most recent fiscal year activity.

* Submit Financial Statements for the last three (3) years, including the most recent fiscal year.
* As an alternate, submit a completed and certified Financial Information Form.
* Include SASE or delivery service account number for return shipment of financial statements, if return is desired.

1. What is your approximate bonding capacity?
   1. Single Project Capacity: $
   2. Total Aggregate Capacity: $
   3. Remaining Capacity: $

* Provide a current dated letter from your surety company agent that certifies the bonding limits stated above.

1. What is the name and AM Best rating of your bonding company? List the name and telephone number of your bonding company agent.

Bonding Company:

AM Best Rating:

Agent Name:

Telephone No.:

1. Liability Insurance: Provide the following information regarding your insurance coverage.
   1. Name of Primary Agent or Broker:
   2. Telephone No.:

Fax No.:

* Provide a copy of a current Certificate of Liability Insurance. Note that insurance certificates confirming that your firm carries the minimum coverage outlined in “Attachment 6” – Insurance Requirements for Contractors” (included in the Instructions section of this Application package) must be provided when a contract is executed for a particular project.

1. Have you ever been refused surety, bond, or liability insurance?

Yes:

No:

* If yes, attach an explanation.

1. Safety Information:
   1. Does your firm have a written Safety, Health, and Environmental Program?

Yes:

No:

* 1. Obtain from your insurance agent/broker/carrier your Experience Modification Rate (EMR) for the past three years and list these Rates in the spaces provided below.

|  |  |
| --- | --- |
| **Year** | **Experience Modification Rate** |
| 20 |  |
| 20 |  |
| 20 |  |

* Provide a copy of your workers compensation insurance carrier’s documentation (e.g., NCCI *Workers Compensation Experience Rating* form) showing calculation of your EMR for the most current year.
  1. Has your firm received any OSHA violations (citations) in the past three years?

Yes:

No:

* If yes, attach a separate page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation was issued, the amount of penalty paid, if any. This question must be answered “Yes” and information provided if citations have been appealed or contested, but have not yet been resolved. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

1. Do Applicant’s business policies conform with government regulations regarding nondiscrimination of employment and employment practices on the basis of sex, race, color, national origin, ancestry, age, religious conviction, veteran status, handicap status, political beliefs or non-job related criteria?

Yes:

No:

1. Is your firm classified as a Disadvantaged Business Enterprise (DBE)?

Yes:

No:

If yes, indicate:

DBE Certification Number:

Name of Certifying Organization:

1. Has your firm ever failed to complete any work awarded to you?

Yes:

No:

* If yes, attach a detailed explanation.

1. Has your firm been assessed liquidated damages on any project in the past five years?

Yes:

No:

* If yes, attach a detailed explanation.

1. Has your firm been involved in claims, arbitration, mediation, and lawsuits on public works projects, either a plaintiff or defendant, in the last five years?

Yes:

No:

* If yes, attach a separate sheet listing:
  + The style of the case
  + When filed
  + Name of the claim
  + The nature of the claim
  + Parties to the litigation
  + Court in which litigation was filed
  + Civil action number
  + Whether the case is pending or resolved
  + If resolved:
    - The date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict
    - The name and location of the project involved

1. Does your firm (including any member, officer, partner, subsidiary or affiliate thereof) have a pending citation for violating any provision of The Official Code of City of Brunswick or Glynn County, Georgia at the current time?

Yes:

No:

* If yes, attach a separate sheet with a detailed explanation of the Code violation and the status of the resolution of the citation.

1. Provide a list of the major items of equipment that are available for horizontal directional drilling construction (by Contractor or proposed subcontractor), including testing equipment. Indicate any equipment items that are leased.

* Attach a detailed equipment list with specific notation whether items are owned or leased.

1. Submit information regarding your “Company Experience” on the attached *Form for Similar Projects and References* to demonstrate that your firm meets the criteria described in the Instructions section. Include detailed information on:

* Contractor to have successfully self-performed work comparable in nature to the scope of work required by this project for a minimum of five (5) years, including two (2) projects with pipelines 18-inch in diameter or greater and footages of at least 10,000 linear feet (LF).
* Contractor (or proposed subcontractor) to have successfully self-performed at least two (2) horizontal directional drilling projects to install pipe 20-inch in nominal diameter or greater and footages of at least 10,000 LF within the past five (5) years.
* The names, addresses, location of the jobs performed.
* Contract amounts and dates of start/completion.
* Reference contact names with telephone numbers and e-mail must be indicated on the form. Please be complete and ensure that all reference contact information is accurate and current.

The submittal of Letters of Reference is desired and encouraged; but only in addition to the current reference contact information.

Submit one *Form for Similar Projects and References* for each project, using the blank form attached. Supplemental information in other formats may also be attached to the Form if desired; however, a completed *Form* must be submitted for each project.

* Provide a *Form for Similar Projects and References* for four (4) completed projects within the past five years. For Contractors who self-perform horizontal directional drilling construction projects, a minimum of three (3) reference projects may be submitted using one (1) of the successfully completed horizontal directional drilling projects to overlap the requirements of one (1) of the comparable in nature projects (18-inch diameter or greater and 10,000 LF minimum).
* Provide Letters of Reference or additional project data to supplement information presented on *Form.*

1. Forms: The forms to be completed and submitted with the Application follow.

* Affidavit for Contractor – Certification of Qualification Application Content
* Financial Statements or Financial Information Form (alternate to submittal of financial statements)
* Form for Similar Projects and References – IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS Project No. 702 (copy as needed)
* Applicant’s Checklist

###### Note: This following symbol indicates required attachments.



###### ATTACHMENT NO. 3

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

**APPLICATION FOR QUALIFICATION**

**IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**PROJECT NO. 702**

**Financial Information Form**

All Applicants must provide an audited or reviewed Financial Statement or must submit this *Financial Information Form*, completed by an independent certified public accountant. The ratios and other information listed hereon must be calculated from data included in audited or reviewed Financial Statements prepared for the Applicant by an independent certified public accountant. The use of compiled or self-prepared financial statements in the preparation of this *Form* is not acceptable.

Name of Applicant: \_ \_

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

\_ \_ \_

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Value by Year** | | |
| **20** | **20** | **20** |
| Current Ratio1 |  |  |  |
| Quick Ratio2 |  |  |  |
| Solvency Ratio3 |  |  |  |
| Total Debt Ratio4 |  |  |  |
| Debt to Equity Ratio5 |  |  |  |
| Profitability6 |  |  |  |
| Stockholder's Equity7 |  |  |  |

1 = Current Ratio = Current Assets / Current Liabilities

2 = Quick Ratio = Cash + Cash Equivalents + Accounts Receivable / Current Liabilities 3 = Solvency Ratio = Shareholder’s Equity / Total Assets

4 = Total Debt Ratio = Current Liabilities + Long-term Liabilities / Total Assets

5 = Debt to Equity Ratio = Current Liabilities + Long-term Liabilities / Shareholder’s Equity 6 = Profitability = Profit before Taxes x 100 / Total Assets

7 = Stockholder’s Equity – indicate range of value based on the following categories:

Less than $500K = 1; $500K to $1M = 2; $1M to $2M = 3; $2M to $4M = 4; Greater than $4M = 5

Accountant’s Certification

I (we) have examined this *Financial Information Form* and the Applicant’s original audited or reviewed financial statements, and find that the all information presented hereon is based on data extracted from those financial statements. I understand that this form is intended solely for use by the Brunswick-Glynn County Joint Water and Sewer Commission Water System during review of the Application for Prequalification submitted by the Contractor. In addition, I have no personal financial interest or affiliation with this organization or individual.

Firm Signature: \_ \_ \_ Date: \_ \_ Independent Certified Public Accountant: \_ \_ \_ \_ Firm Name: \_ \_ \_ Address: \_ \_ \_ Telephone Number: \_ \_ Email Address: \_ \_ \_

###### BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION ATTACHMENT NO. 4a

**APPLICATION FOR QUALIFICATION**

**IFB NO. 20-16 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**PROJECT NO. 702**

**FORM FOR SIMILAR IN NATURE PROJECTS AND REFERENCES**

Name of Contractor: Project Name: Location: Project Owner: Contact Person: Telephone Number: Email Address: Project Engineer: Contact Person: Telephone Number: Email Address: Contract Dates:

Date of Notice to Proceed:

Contract Amount: Original: $

Brief Description of Project:

Description of Pipes:

Date of Final Completion:

Final: $

Project MOT and pedestrian coordination required (describe if applicable):

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  Subcontractor

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

Did this project include the restoration of landscaped yards? Yes No

Did this project include sewage bypassing or other flow diversion? Yes No

Is a letter of reference from the project owner included with this application? Yes No

***COPY THIS FORM FOR SIMILAR IN NATURE PROJECTS -* QUALIFICATION**

**IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS - PROJECT NO. 702**

###### BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION ATTACHMENT NO. 4b

**APPLICATION FOR QUALIFICATION**

**IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**PROJECT NO. 702**

**FORM FOR SIMILAR HORIZONTAL DIRECTIONAL DRILLING PROJECTS AND REFERENCES**

Name of Contractor: Project Name: Location: Project Owner: Contact Person: Telephone Number: Email Address: Project Engineer: 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: $

\_

Length, depth (typical and greatest), and diameter of each completed bore(s):

\_

Description of Pipes:

\_

Type and manufacturer of drilling and installation equipment:

Ground Conditions Encountered:

Are your HDPE (or FPVC if approved) fusion equipment operators certified? Yes No

(Please provide copies of written certification of training provided by the fusion equipment manufacturer).

HDPE pressure testing procedure required:

Project MOT and pedestrian coordination required (describe if applicable):

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  Subcontractor

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

Did this project include the restoration of landscaped yards? Yes No

Did this project include sewage bypassing or other flow diversion? Yes No

Is a letter of reference from the project owner included with this application? Yes No

***COPY THIS FORM FOR SIMILAR HORIZONTAL DIRECTIONAL DRILLING PROJECTS -* QUALIFICATION IFB NO. 20-016**

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS - PROJECT NO. 702**

###### ATTACHMENT NO. 5

**BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION APPLICATION FOR QUALIFICATION**

**IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**PROJECT NO. 702**

**Applicant’s Checklist**

Applicant Name: \_ Date Submitted: \_ \_

*Instructions: Organize application package as outlined on this form with each section separated under a numbered tab. Submit this form with your application package. Note that incomplete submittals will be returned to the Applicant without review.*

**GENERAL**

An original and one copy of forms and attachments submitted? Signed and notarized *Affidavit for Contr*actor attached?

*Applicant’s Checklist* included with submittal?

**SECTION 1**

*Contractor’s Qualification Statement* form filled out in its entirety?

**SECTION 2**

Background and experience summaries for key personnel attached? (reference Section 10 of Contractor’s Qualification form)

Equipment list attached? (reference Section 23 of Contractor’s Qualification form)

Copies of written certification of training for HDPE (or FPVC if approved) fusion equipment operators (reference Section 24 of Contractor’s Qualification form)

**SECTION 3**

*Form for Similar Projects and References* completed in entirely and attached? Letters of Reference attached?

**SECTION 4**

Financial statements or *Financial Information Form* attached?

SASE or delivery service account number included for return shipment of financial statements, if return option is selected?

Letter from bonding company agent attached? Certificate of Liability Insurance form attached?

Information regarding inability to obtain surety, bond, or liability insurance attached (if applicable)? Workers Compensation Experience Modification Rate form for most current year attached?

**SECTION 5**

OSHA citation information attached (if applicable)?

Information regarding failure to complete work attached (if applicable)? Liquidated damages assessment information attached (if applicable)?

Information regarding claims, arbitration, mediation, and lawsuits attached (if applicable)? Information regarding pending County Code violation citations attached (if applicable)?

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###### ATTACHMENT NO. 6

**BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION APPLICATION FOR QUALIFICATION**

**IFB NO. 20-016 / 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**PROJECT NO. 702**

The following requirements are included in each construction contract issued by the Brunswick- Glynn Joint Water and Sewer Commission Water System. The Applicant must provide evidence of coverage and applicable endorsements at the time the contract is executed. Note that the need for Builder’s Risk coverage will be assessed by the Owner on a project-by-project basis.

###### INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

***Attention: The Contractor is advised that certain provisions contained herein require specific endorsements of your insurance policy. Do not assume that your standard policy will be suitable to meet the requirements of Brunswick-Glynn Joint Water and Sewer Commission. The submittal of incomplete or non-conforming documents will delay the execution of the Contract/Agreement and the issuance of the Notice-to-Proceed for the Project.***

###### MINIMUM LIMITS OF INSURANCE

* 1. Statutory Workers' Compensation Insurance. The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. The workers' compensation policy must include Coverage B - Employer's Liability with minimum limits of:

Bodily Injury by Accident -$1,000,000 each accident

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all subcontractors, of any tier, performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation and Employers Liability Coverage or shall certify that the subcontractors are covered by the Contractor’s insurance.

* 1. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis (“Claims Made” coverage is not acceptable) insuring personal injury and property damage against the hazards of premises and operations, products and completed operations, blasting and explosion, collapse, underground

damage, independent contractor’s and contractual liability (specifically covering the indemnity) and have the minimum limits of liability listed below. The Commercial General Liability policy shall also include contractual liability coverage. The Commercial General Liability policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

Premises and Operations $1,000,000 per Occurrence

Products and Completed Operations $1,000,000 per Occurrence Personal Injury $1,000,000 per Occurrence

Contractual $1,000,000 per Occurrence

* 1. Auto Liability Insurance. The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than $1,000,000 per person and $1,000,000 per occurrence or a policy with a Combined Single Limit of not less than $1,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

Additional Insured Endorsement Contractual Liability

* 1. Commercial Umbrella Liability Insurance. The Contractor shall provide Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability, and the Workers’ Compensation and Employers’ Liability to satisfy the minimum limits set forth herein. The Umbrella coverage shall follow form with the Umbrella limits required as follows:

$2,000,000 Combined Single Limits per Occurrence

* 1. Builder’s Risk Insurance. The Contractor shall secure “All-Risk” type of Builder's Risk insurance covering work performed under the Contract, and materials equipment or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be for 100% of the value of the Contract. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

###### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

* 1. Additional Insured Endorsement – General Liability, Automobile Liability, and Umbrella Liability
     1. The “Owner, Construction Manager, Engineer and their respective officers, officials, employees, and volunteers” are to be covered as Additional Named Insureds as respects all liabilities to be insured against by the policies described in Subsections 1.B, 1.C, and 1.D above.
     2. The coverage shall contain no special limitation on the scope of protection afforded to the Owner, Construction Manager, Engineer and their respective officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the Owner, Construction Manager, or Engineer for claims asserted against the Owner, Construction Manager, or Engineer for their sole negligence.
     3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
     4. Provide a separate endorsement for each policy, signed by the authorized agent and citing individual policy numbers.
     5. The coverage shall be primary and shall contain no special limitations on the scope of protection afforded to the Certificate Holder/Additional Insured.
     6. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
     7. In lieu of a separate endorsement, a copy of the declaration page for the Umbrella Liability Policy may be provided, listing the policy numbers for each type of insurance covered by the Umbrella.
  2. Waiver of Subrogation Endorsement – Workers' Compensation and Employers' Liability Coverage
     1. The insurer shall agree to waive all rights of subrogation against the Owner, Construction Manager, Engineer and their respective officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner under the Contract.
     2. Provide a separate endorsement for the policy, signed by the authorized agent and citing individual policy number.
  3. Notice of Cancellation Endorsements – General Liability, Automobile Liability,

Umbrella Liability, and Workers’ Compensation

* + 1. Each insurance policy shall be endorsed to state that should any coverage

be suspended, voided, cancelled or reduced in coverage or in limits, thirty days prior written notice will be given to the Certificate Holder. Notice of cancellation for non-payment of premium shall be not less than ten days.

* + 1. Provide a separate endorsement for each policy, signed by the authorized agent and citing individual policy numbers.
    2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, Construction Manager, Engineer and their respective officers, officials, employees, or volunteers.
  1. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, Construction Manager, Engineer and their respective officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

All deductibles shall be paid by the Contractor.

* 1. Failure of Insurers

The Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of coverage in the prescribed form. The summary table shown below in paragraph 4.C can serve as a checklist to confirm the submittal of all required endorsements.

* 1. Contractor’s Property and Equipment

The Contractor is responsible for insuring its own property and equipment.

###### ACCEPTABILITY

* 1. The insurance purchased by the Contractor must be issued by a company licensed by the Insurance Commissioner to transact business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer.
  2. Insurance is to be placed with insurers with a Best Policyholders Rating of “A” or better and with a financial size rating of Class VII or greater, or be otherwise acceptable to the Owner.

###### VERIFICATION OF COVERAGE

* 1. The Contractor shall furnish the Owner with four original Certificates of Insurance, each with endorsements effecting coverage required by this Section of the Contract Documents. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  2. The insurance certificate must provide the following:
     1. Name and address of authorized agent.
     2. Name and address of insured. Name of insured must appear exactly as shown on Contractor’s seal on Contract with Owner
     3. Name of insurance company(ies).
     4. Description of policies.
     5. Policy number(s).
     6. Policy period(s).
     7. Name and address of Owner as Certificate Holder (see Subsection D below).
     8. Brunswick-Glynn County Joint Water and Sewer Commission Program Name and Number.
     9. Signature of authorized agent.
     10. Telephone number of authorized agent.
  3. The required endorsements to be submitted are summarized in the following table:

###### ENDORSEMENT SUMMARY TABLE

|  |  |
| --- | --- |
| **Type of Insurance** | **Endorsement** |
| General Liability | Owner, etc. as Additional Insured |
| General Liability | Notice of Cancellation |
| Automobile Liability | Owner, etc. as Additional Insured |
| Automobile Liability | Notice of Cancellation |
| Umbrella Liability | Owner, etc. as Additional Insured1 |
| Umbrella Liability | Notice of Cancellation |
| Workers' Compensation | Waiver of Subrogation |
| Workers' Compensation | Notice of Cancellation |
| 1Declarations pages may be submitted for Umbrella policies | |

* 1. The Certificate Holder must be shown as:

Brunswick-Glynn Joint Water and Sewer Commission

Attention: Office of the Director

Procurement Division 1703 Gloucester Street

Brunswick, GA 31520

The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, for approval by the Owner before work commences. The Owner reserves the right to require the submittal of complete, certified copies of all required insurance policies at any time.

###### SUBCONTRACTORS

Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein. Owner may request evidence of subcontractor’s insurance. Contractor shall ensure that all subcontractors comply with the insurance requirements and provisions of this Section.

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **BASE BID (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | **Total** | | |
| 1 | Mobilization/Demobilization (5% Max) | 1 | LS | $ |  | $ |  |
| 2 | Maintenance of Traffic (Vehicular, Pedestrian/Bicycle) | 1 | LS | $ |  | $ |  |
| 3 | Soil Erosion & Sediment Control | 1 | LS | $ |  | $ |  |
| 4 | 14-Inch HDPE (DR11) Water Main by HDD | 145 | LF | $ |  | $ |  |
| 5 | 14-inch HDPE (DR9) Forcemain by HDD | - | LF | $ |  | $ |  |
| 6 | 20-inch HDPE (DR11) Forcemain by HDD | 13,495 | LF | $ |  | $ |  |
| 7 | 12-Inch FPVC (DR18) Water Main by HDD | - | LF | $ |  | $ |  |
| 8 | 18-inch FPVC (DR18) Forcemain by HDD | - | LF | $ |  | $ |  |
| 9 | 12-inch PVC (DR18) Water Main by Open Cut | 2,200 | LF | $ |  | $ |  |
| 10 | 12-inch PVC (DR14) Forcemain by Open Cut | - | LF | $ |  | $ |  |
| 11 | 18-inch PVC (DR18) Forcemain by Open Cut | 6,260 | LF | $ |  | $ |  |
| 12 | 20-inch PVC (DR18) Forcemain by Open Cut | 435 | LF | $ |  | $ |  |
| 13 | 24-inch PVC (DR18) Forcemain by Open Cut | 20 | LF | $ |  | $ |  |
| 14 | 36-inch Steel Casing Pipe by Jack-and-Bore and Appurtenances | 140 | LF | $ |  | $ |  |
| 15 | 14-inch MJt Adapter (HDPE) | 2 | EA | $ |  | $ |  |
| 16 | 20-inch MJt Adapter (HDPE) | 22 | EA | $ |  | $ |  |
| 17 | 8-inch DI MJt Sleeve | 1 | EA | $ |  | $ |  |
| 18 | 12-inch DI MJt Sleeve | 2 | EA | $ |  | $ |  |
| 19 | 20-inch DI MJt Sleeve | 3 | EA | $ |  | $ |  |
| 20 | 12inch DI MJt 11.25 Degree Bends | 2 | EA | $ |  | $ |  |
| 21 | 18-inch DI MJt 11.25 Degree Bends | 18 | EA | $ |  | $ |  |
| 22 | 20-inch DI MJt 11.25 Degree Bends | 3 | EA | $ |  | $ |  |
| 23 | 20-inch DI MJt 22.5 Degree Bends | 1 | EA | $ |  | $ |  |
| 24 | 8-inch DI MJt 45 Degree Bends | 2 | EA | $ |  | $ |  |
| 25 | 12-inch DI MJt 45 Degree Bends | 18 | EA | $ |  | $ |  |
| 26 | 18-inch DI MJt 45 Degree Bends | 16 | EA | $ |  | $ |  |
| 27 | 20-inch DI MJt 45 Degree Bends | 10 | EA | $ |  | $ |  |
| 28 | 24-inch DI MJt 45 Degree Bends | 3 | EA | $ |  | $ |  |
| 29 | 12-inch DI MJt 90 Degree Bends | - | EA | $ |  | $ |  |
| 30 | 18-inch DI MJt 90 Degree Bends | 1 | EA | $ |  | $ |  |
| 31 | 4-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 32 | 8-inch DI MJt Cap | 2 | EA | $ |  | $ |  |
| 33 | 12-inch DI MJt Cap | - | EA | $ |  | $ |  |
| 34 | 18-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 35 | 8-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 36 | 12-inch x 8-inch DI MJt Tee | - | EA | $ |  | $ |  |
| 37 | 12-inch x 6-inch DI MJt Tee | 4 | EA | $ |  | $ |  |
| 38 | 12-inch x 4-inch DI MJt Tee | - | EA | $ |  | $ |  |
| 39 | 18-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 40 | 18-inch x 4-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
|  |  |  |  |  |  |  |  |
|  | **Bidder's Initials [ ]** | | | | | | |

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| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **BASE BID (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | | **Total** | |
| 41 | 20-inch x 20-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 42 | 12-inch x 8-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 43 | 18-inch x 8-inch DI MJt Wye | 2 | EA | $ |  | $ |  |
| 44 | 20-inch x 18-inch DI MJt Wye | 1 | EA | $ |  | $ |  |
| 45 | 20-inch x 12-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 46 | 14-inch x 12-inch DI MJt Reducer | 2 | EA | $ |  | $ |  |
| 47 | 20-inch x 18-inch DI MJt Reducer | 18 | EA | $ |  | $ |  |
| 48 | 24-inch x 20-inch DI MJt Reducer | 1 | EA | $ |  | $ |  |
| 49 | 4-inch MJt Plug Valve with Box and Cover | 1 | EA | $ |  | $ |  |
| 50 | 8-inch MJt Plug Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 51 | 12-inch MJt Plug Valve with Box and Cover | - | EA | $ |  | $ |  |
| 52 | 18-inch MJt Plug Valve with Box and Cover | 10 | EA | $ |  | $ |  |
| 53 | 20-inch MJt Plug Valve with Box and Cover | 5 | EA | $ |  | $ |  |
| 54 | 12-inch MJt Gate Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 55 | 2-inch Air Release Valve Assembly (Pedestal 4-4A) | 14 | EA | $ |  | $ |  |
| 56 | Fire Hydrant Assembly | 4 | EA | $ |  | $ |  |
| 57 | 8-inch LineStop System (Including Install, Daily Charges, Demob) | 1 | LS | $ |  | $ |  |
| 58 | Tie-In to 8-Inch Existing Forcemain Outside PS4110 | 1 | EA | $ |  | $ |  |
| 59 | Tie-In to 12-Inch Existing Water Main on Canal Road | 2 | EA | $ |  | $ |  |
| 60 | Tie-In to 20-inch Existing Forcemain on Canal Road/Gateway Center Blvd | 1 | EA | $ |  | $ |  |
| 61 | Tie-In to 20-inch Existing Forcemain on Ogden Road/Old Jesup Road | 1 | EA | $ |  | $ |  |
| 62 | 1-inch Temporary Sample Tap Assembly | 3 | EA | $ |  | $ |  |
| 63 | 1-inch Single Water Service and Meter Box | 4 | EA | $ |  | $ |  |
| 64 | Concrete Manhole with Protective Coating, (8 Ft. Dia., 16 Ft. -18 Ft. Deep) and Tie-ins | 1 | LS | $ |  | $ |  |
| 65 | Remove and Replace 30-inch Gravity Sewer Piping (16 Ft - 18 Ft Deep; VCP Existing/PVC (SDR26) Proposed) | 30 | LF | $ |  | $ |  |
| 66 | Restoration (Station 0+00 to 139+00) along Harry Driggers Blvd Route | 1 | LS | $ |  | $ |  |
| 67 | Restoration (Station 139+00 to 180+00) Canal Road Route | 1 | LS | $ |  | $ |  |
| 68 | Restoration (Station 0+00 to 5+50) Old Jesup Road Route | 1 | LS | $ |  | $ |  |
| 69 | Restoration (Station 5+50 to 22+54) Easement and B&W Grade Rd Route | 1 | LS | $ |  | $ |  |
| 70 | Tree Removal( 38-inch Split Trunk) (In Easement Area near Old Jesup Road and Brunswick Altamaha Canal) | 1 | LS | $ |  | $ |  |
| 71 | Disposal and Replacement (with A-3 Sand) of Unsuitable Soils | 1,300 | CY | $ |  | $ |  |
| **SUBTOTAL 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS (BASE BID)** | | | | **$** |  |  |  |
|  |  |  |  |  |  |  |  |
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|  | **Bidder's Initials [ ]** | | | | | | |

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| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **Alternate 1 (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | | **Total** | |
| 1 | Mobilization/Demobilization (5% Max) | 1 | LS | $ |  | $ |  |
| 2 | Maintenance of Traffic (Vehicular, Pedestrian/Bicycle) | 1 | LS | $ |  | $ |  |
| 3 | Soil Erosion & Sediment Control | 1 | LS | $ |  | $ |  |
| 4 | 14-Inch HDPE (DR11) Water Main by HDD | - | LF | $ |  | $ |  |
| 5 | 14-inch HDPE (DR9) Forcemain by HDD | - | LF | $ |  | $ |  |
| 6 | 20-Inch HDPE (DR11) Forcemain by HDD (Dwgs C2.25 - C2.28) | 1,745 | LF | $ |  | $ |  |
| 7 | 12-Inch FPVC (DR18) Water Main by HDD | 145 | LF | $ |  | $ |  |
| 8 | 18-inch FPVC (DR18) Forcemain by HDD (Dwgs C2.2 - C2.24 ONLY) | 11,750 | LF | $ |  | $ |  |
| 9 | 12-inch PVC (DR18) Water Main by Open Cut | 2,200 | LF | $ |  | $ |  |
| 10 | 12-inch PVC (DR14) Forcemain by Open Cut | - | LF | $ |  | $ |  |
| 11 | 18-inch PVC (DR18) Forcemain by Open Cut | 6,260 | LF | $ |  | $ |  |
| 12 | 20-inch PVC (DR18) Forcemain by Open Cut | 435 | LF | $ |  | $ |  |
| 13 | 24-inch PVC (DR18) Forcemain by Open Cut | 20 | LF | $ |  | $ |  |
| 14 | 36-inch Steel Casing Pipe by Jack-and-Bore and Appurtenances | 140 | LF | $ |  | $ |  |
| 15 | 14-inch MJt Adapter (HDPE) | - | EA | $ |  | $ |  |
| 16 | 20-inch MJt Adapter (HDPE) | 4 | EA | $ |  | $ |  |
| 17 | 8-inch DI MJt Sleeve | 1 | EA | $ |  | $ |  |
| 18 | 12-inch DI MJt Sleeve | 2 | EA | $ |  | $ |  |
| 19 | 20-inch DI MJt Sleeve | 3 | EA | $ |  | $ |  |
| 20 | 12-inch DI MJt 11.25 Degree Bends | 2 | EA | $ |  | $ |  |
| 21 | 18-inch DI MJt 11.25 Degree Bends | 18 | EA | $ |  | $ |  |
| 22 | 20-inch DI MJt 11.25 Degree Bends | 3 | EA | $ |  | $ |  |
| 23 | 20-inch DI MJt 22.5 Degree Bends | 1 | EA | $ |  | $ |  |
| 24 | 8-inch DI MJt 45 Degree Bends | 2 | EA | $ |  | $ |  |
| 25 | 12-inch DI MJt 45 Degree Bends | 18 | EA | $ |  | $ |  |
| 26 | 18-inch DI MJt 45 Degree Bends | 16 | EA | $ |  | $ |  |
| 27 | 20-inch DI MJt 45 Degree Bends | 10 | EA | $ |  | $ |  |
| 28 | 24-inch DI MJt 45 Degree Bends | 3 | EA | $ |  | $ |  |
| 29 | 12-inch DI MJt 90 Degree Bends | - | EA | $ |  | $ |  |
| 30 | 18-inch DI MJt 90 Degree Bends | 1 | EA | $ |  | $ |  |
| 31 | 4-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 32 | 8-inch DI MJt Cap | 2 | EA | $ |  | $ |  |
| 33 | 12-inch DI MJt Cap | - | EA | $ |  | $ |  |
| 34 | 18-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 35 | 8-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 36 | 12-inch x 8-inch DI MJt Tee | - | EA | $ |  | $ |  |
| 37 | 12-inch x 6-inch DI MJt Tee | 4 | EA | $ |  | $ |  |
| 38 | 12-inch x 4-inch DI MJt Tee | - | EA | $ |  | $ |  |
| 39 | 18-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
|  |  |  |  |  |  |  |  |
|  | **Bidder's Initials [ ]** | | | | | | |
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| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **Alternate 1 (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | | **Total** | |
| 40 | 18-inch x 4-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 41 | 20-inch x 20-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 42 | 12-inch x 8-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 43 | 18-inch x 8-inch DI MJt Wye | 2 | EA | $ |  | $ |  |
| 44 | 20-inch x 18-inch DI MJt Wye | 1 | EA | $ |  | $ |  |
| 45 | 20-inch x 12-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 46 | 14-inch x 12-inch DI MJt Reducer | - | EA | $ |  | $ |  |
| 47 | 20-inch x 18-inch DI MJt Reducer | - | EA | $ |  | $ |  |
| 48 | 24-inch x 20-inch DI MJt Reducer | 1 | EA | $ |  | $ |  |
| 49 | 4-inch MJt Plug Valve with Box and Cover | 1 | EA | $ |  | $ |  |
| 50 | 8-inch MJt Plug Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 51 | 12-inch MJt Plug Valve with Box and Cover | - | EA | $ |  | $ |  |
| 52 | 18-inch MJt Plug Valve with Box and Cover | 10 | EA | $ |  | $ |  |
| 53 | 20-inch MJt Plug Valve with Box and Cover | 5 | EA | $ |  | $ |  |
| 54 | 12-inch MJt Gate Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 55 | 2-inch Air Release Valve Assembly (Pedestal 4-4A) | 14 | EA | $ |  | $ |  |
| 56 | Fire Hydrant Assembly | 4 | EA | $ |  | $ |  |
| 57 | 8-inch LineStop System (Including Install, Daily Charges, Demob) | 1 | LS | $ |  | $ |  |
| 58 | Tie-In to 8-Inch Existing Forcemain Outside PS4110 | 1 | EA | $ |  | $ |  |
| 59 | Tie-In to 12-Inch Existing Water Main on Canal Road | 2 | EA | $ |  | $ |  |
| 60 | Tie-In to 20-inch Existing Forcemain on Canal Road/Gateway Center Blvd | 1 | EA | $ |  | $ |  |
| 61 | Tie-In to 20-inch Existing Forcemain on Ogden Road/Old Jesup Road | 1 | EA | $ |  | $ |  |
| 62 | 1-inch Temporary Sample Tap Assembly | 3 | EA | $ |  | $ |  |
| 63 | 1-inch Single Water Service and Meter Box | 4 | EA | $ |  | $ |  |
| 64 | Concrete Manhole with Protective Coating, (8 Ft Dia., 16 Ft -18 Ft Deep) and Tie-ins | 1 | LS | $ |  | $ |  |
| 65 | Remove and Replace 30-inch Gravity Sewer Piping (16 Ft - 18 Ft Deep; VCP Existing/PVC (SDR26) Proposed) | 30 | LF | $ |  | $ |  |
| 66 | Restoration (Station 0+00 to 139+00) along Harry Driggers Blvd Route | 1 | LS | $ |  | $ |  |
| 67 | Restoration (Station 139+00 to 180+00) Canal Road Route | 1 | LS | $ |  | $ |  |
| 68 | Restoration (Station 0+00 to 5+50) Old Jesup Road Route | 1 | LS | $ |  | $ |  |
| 69 | Restoration (Station 5+50 to 22+54) Easement and B&W Grade Rd Route | 1 | LS | $ |  | $ |  |
| 70 | Tree Removal( 38-inch Split Trunk) (In Easement Area near Old Jesup Road and Brunswick Altamaha Canal) | 1 | LS | $ |  | $ |  |
| 71 | Disposal and Replacement (with A-3 Sand) of Unsuitable Soils | 1,300 | CY | $ |  | $ |  |
| **SUBTOTAL 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS (ALTERNATE 1 BID)** | | | | **$** |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Bidder's Initials [ ]** | | | | | | |
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| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **Alternate 2 (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | | **Total** | |
| 1 | Mobilization/Demobilization (5% Max) | 1 | LS | $ |  | $ |  |
| 2 | Maintenance of Traffic (Vehicular, Pedestrian/Bicycle) | 1 | LS | $ |  | $ |  |
| 3 | Soil Erosion & Sediment Control | 1 | LS | $ |  | $ |  |
| 4 | 14-Inch HDPE (DR11) Water Main by HDD | 145 | LF | $ |  | $ |  |
| 5 | 14-inch HDPE (DR9) Forcemain by HDD (Dwgs C2.2 - C2.24 ONLY) | 11,750 | LF | $ |  | $ |  |
| 6 | 20-Inch HDPE (DR11) Forcemain by HDD (Dwgs C2.25 - C2.28) | 1,745 | LF | $ |  | $ |  |
| 7 | 12-Inch FPVC (DR18) Water Main by HDD | - | LF | $ |  | $ |  |
| 8 | 18-inch FPVC (DR18) Forcemain by HDD | - | LF | $ |  | $ |  |
| 9 | 12-inch PVC (DR18) Water Main by Open Cut | 2,200 | LF | $ |  | $ |  |
| 10 | 12-inch PVC (DR14) Forcemain by Open Cut (Dwgs C2.2 - C2.24 ONLY) | 6,260 | LF | $ |  | $ |  |
| 11 | 18-inch PVC (DR18) Forcemain by Open Cut | - | LF | $ |  | $ |  |
| 12 | 20-inch PVC (DR18) Forcemain by Open Cut | 435 | LF | $ |  | $ |  |
| 13 | 24-inch PVC (DR18) Forcemain by Open Cut | 20 | LF | $ |  | $ |  |
| 14 | 36-inch Steel Casing Pipe by Jack-and-Bore and Appurtenances | 140 | LF | $ |  | $ |  |
| 15 | 14-inch MJt Adapter (HDPE) | 20 | EA | $ |  | $ |  |
| 16 | 20-inch MJt Adapter (HDPE) | 4 | EA | $ |  | $ |  |
| 17 | 8-inch DI MJt Sleeve | 1 | EA | $ |  | $ |  |
| 18 | 12-inch DI MJt Sleeve | 2 | EA | $ |  | $ |  |
| 19 | 20-inch DI MJt Sleeve | 3 | EA | $ |  | $ |  |
| 20 | 12-inch DI MJt 11.25 Degree Bends | 20 | EA | $ |  | $ |  |
| 21 | 18-inch DI MJt 11.25 Degree Bends | - | EA | $ |  | $ |  |
| 22 | 20-inch DI MJt 11.25 Degree Bends | 3 | EA | $ |  | $ |  |
| 23 | 20-inch DI MJt 22.5 Degree Bends | 1 | EA | $ |  | $ |  |
| 24 | 8-inch DI MJt 45 Degree Bends | 2 | EA | $ |  | $ |  |
| 25 | 12-inch DI MJt 45 Degree Bends | 34 | EA | $ |  | $ |  |
| 26 | 18-inch DI MJt 45 Degree Bends | - | EA | $ |  | $ |  |
| 27 | 20-inch DI MJt 45 Degree Bends | 10 | EA | $ |  | $ |  |
| 28 | 24-inch DI MJt 45 Degree Bends | 3 | EA | $ |  | $ |  |
| 29 | 12-inch DI MJt 90 Degree Bends | 1 | EA | $ |  | $ |  |
| 30 | 18-inch DI MJt 90 Degree Bends | - | EA | $ |  | $ |  |
| 31 | 4-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 32 | 8-inch DI MJt Cap | 2 | EA | $ |  | $ |  |
| 33 | 12-inch DI MJt Cap | 1 | EA | $ |  | $ |  |
| 34 | 18-inch DI MJt Cap | - | EA | $ |  | $ |  |
| 35 | 8-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 36 | 12-inch x 8-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 37 | 12-inch x 6-inch DI MJt Tee | 4 | EA | $ |  | $ |  |
| 38 | 12-inch x 4-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 39 | 18-inch x 8-inch DI MJt Tee | - | EA | $ |  | $ |  |
| 40 | 18-inch x 4-inch DI MJt Tee | - | EA | $ |  | $ |  |
|  |  |  |  |  |  |  |  |
|  | **Bidder's Initials [ ]** | | | | | | |
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| **BGJWSC 2016 SPLOST North Mainland PH III Forcemain Improvements** | | | | | | | |
| **Alternate 2 (Reference Section 01025 of the Technical Specifications for Scope of Each Item)** | | | | | | | |
| **Item** | **Description** | **QTY** | **Unit** | **Unit Price** | | **Total** | |
| 41 | 20-inch x 20-inch DI MJt Tee | 1 | EA | $ |  | $ |  |
| 42 | 12-inch x 8-inch DI MJt Wye | 2 | EA | $ |  | $ |  |
| 43 | 18-inch x 8-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 44 | 20-inch x 18-inch DI MJt Wye | - | EA | $ |  | $ |  |
| 45 | 20-inch x 12-inch DI MJt Wye | 1 | EA | $ |  | $ |  |
| 46 | 14-inch x 12-inch DI MJt Reducer | 20 | EA | $ |  | $ |  |
| 47 | 20-inch x 18-inch DI MJt Reducer | - | EA | $ |  | $ |  |
| 48 | 24-inch x 20-inch DI MJt Reducer | 1 | EA | $ |  | $ |  |
| 49 | 4-inch MJt Plug Valve with Box and Cover | 1 | EA | $ |  | $ |  |
| 50 | 8-inch MJt Plug Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 51 | 12-inch MJt Plug Valve with Box and Cover | 10 | EA | $ |  | $ |  |
| 52 | 18-inch MJt Plug Valve with Box and Cover | - | EA | $ |  | $ |  |
| 53 | 20-inch MJt Plug Valve with Box and Cover | 5 | EA | $ |  | $ |  |
| 54 | 12-inch MJt Gate Valve with Box and Cover | 4 | EA | $ |  | $ |  |
| 55 | 2-inch Air Release Valve Assembly (Pedestal 4-4A) | 14 | EA | $ |  | $ |  |
| 56 | Fire Hydrant Assembly | 4 | EA | $ |  | $ |  |
| 57 | 8-inch LineStop System (Including Install, Daily Charges, Demob) | 1 | LS | $ |  | $ |  |
| 58 | Tie-In to 8-Inch Existing Forcemain Outside PS4110 | 1 | EA | $ |  | $ |  |
| 59 | Tie-In to 12-Inch Existing Water Main on Canal Road | 2 | EA | $ |  | $ |  |
| 60 | Tie-In to 20-inch Existing Forcemain on Canal Road/Gateway Center Blvd | 1 | EA | $ |  | $ |  |
| 61 | Tie-In to 20-inch Existing Forcemain on Ogden Road/Old Jesup Road | 1 | EA | $ |  | $ |  |
| 62 | 1-inch Temporary Sample Tap Assembly | 3 | EA | $ |  | $ |  |
| 63 | 1-inch Single Water Service and Meter Box | 4 | EA | $ |  | $ |  |
| 64 | Concrete Manhole with Protective Coating, (8 Ft. Dia., 16 Ft. -18 Ft. Deep) and Tie-ins | 1 | LS | $ |  | $ |  |
| 65 | Remove and Replace 30-inch Gravity Sewer Piping (16 Ft - 18 Ft Deep; VCP Existing/PVC (SDR26) Proposed) | 30 | LF | $ |  | $ |  |
| 66 | Restoration (Station 0+00 to 139+00) along Harry Driggers Blvd Route | 1 | LS | $ |  | $ |  |
| 67 | Restoration (Station 139+00 to 180+00) Canal Road Route | 1 | LS | $ |  | $ |  |
| 68 | Restoration (Station 0+00 to 5+50) Old Jesup Road Route | 1 | LS | $ |  | $ |  |
| 69 | Restoration (Station 5+50 to 22+54) Easement and B&W Grade Rd Route | 1 | LS | $ |  | $ |  |
| 70 | Tree Removal( 38-inch Split Trunk) (In Easement Area near Old Jesup Road and Brunswick Altamaha Canal) | 1 | LS | $ |  | $ |  |
| 71 | Disposal and Replacement (with A-3 Sand) of Unsuitable Soils | 1,300 | CY | $ |  | $ |  |
| **SUBTOTAL 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS (ALTERNATE 2 BID)** | | | | **$** |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Bidder's Initials [ ]** | | | | | | |

## OATH

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

I, that in the procurement of the contract for

(name of individual), solemnly swear

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS PROJECT NO. 702**

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 Joint Water and Sewer Commission (BGJWSC) 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 BGJWSC a Bid for:

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS**

**BGJWSC PROJECT NO. 702**

**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 BGJWSC and execute a sufficient and satisfactory Performance Bond and Payment bond payable to the BGJWSC, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the BGJWSC, 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 BGJWSC, 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:

1.

Title:

*(****Seal****)*

2.

**SURETY**:

Signed and sealed in the By: Presence of:

Title:

*(****Seal****)*

1.

2.

## REPRESENTATION

### EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

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

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

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

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

1. Does the Bidder have the above EEO policy in place? [ ] Yes [ ] No
2. 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 [ ] [ ]

d. False / misleading advertising [ ] [ ]

1. Consumer fraud e. Violation of local Government misrepresentation [ ] [ ] ordinances [ ] [ ]

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

Yes [ ] No [ ]

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

## AFFIDAVIT

This Bid is submitted to Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC) 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 BGJWSC's option, may result in a revocation of the granted contract.

Consent is hereby given to the BGJWSC 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 BGJWSC 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 BGJWSC, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the BGJWSC's judgment may best serve the interest of its rate payers and employees, may grant a contract.

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

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

Company Name:

Authorized Person: Signature:

**(*Print/Type)***

Title: Date:

Address:

Telephone:

Fax: Email:

**FORM OF CONTRACT**

**Office of the Director**

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

**Brunswick, Georgia 31520**

**(912) 261-7100 Phone**

**(912) 261-7178 Fax**

**E-Mail:** [**pcrosby@bgjwsc.org**](mailto:pcrosby@bgjwsc.org)

***PART A Contract Form***

***PART B Performance Bond***

***PART C Payment Bond***

***PART D Affidavit of Payment of Claims***

***PART E Certificate of Insurance***

***PART F Certificate of Drug Free Workplace***

***PART G E-Verify Contractor Affidavit and Agreement PART H E-Verify Sub-Contractor Affidavit and Agreement***

**PART A – 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 February 6, 2020 (hereinafter referred to as the “Solicitation”) from qualified vendors to provide for its **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS, JWSC PROJECT NO. 702**

(hereinafter referred to as the “Project”); and

and

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

**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 Contractor to the JWSC.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES**
   1. 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.
   2. 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.
   3. 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.
   4. Contractor assumes sole responsibility for completion of the Project undertaken pursuant to this Agreement. The JWSC shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the Project Work or services contemplated by this Agreement may not be entered by Contractor without prior written approval by the JWSC.
2. **CONTRACT DOCUMENTS**
   1. This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein (hereinafter referred to in this Agreement as the Contract Documents), as follows:
      1. JWSC's Solicitation, dated February 6, 2020 including Addendums, if any.
      2. Contractor's Bid for **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS, BGJWSC PROJECT NO. 702** dated , 2020.
      3. This Agreement, which includes the following Parts:

Part A: Contract Form

Part B: Performance Bond

Part C: Payment Bond

Part D: Affidavit of Payment of Claims Part E: Certificate of Insurance

Part F: Certificate of Drug Free Workplace

Part G: E-Verify Contractor Affidavit and Agreement Part H: E-Verify Subcontractor Affidavit and Agreement

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

1. **SCOPE OF WORK**
   1. 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 **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS** **PROJECT NO. 702,** in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Bid, the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Construction Plans, Standards for Water and Sewer Design and Construction, Technical Specifications, this Agreement and all addenda hereto annexed, and the Contract Documents shall form essential parts of this Agreement as if fully contained herein.
   2. 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.
   3. Contractor agrees to keep the rights-of-way, easement areas 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.
2. **NOTICE TO PROCEED; LIQUIDATED DAMAGES**
   1. *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 **three hundred thirty (330) consecutive calendar days** after the effective commencement date.
   2. *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 cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute or under this Agreement.
3. **COMPENSATION**
   1. 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.
   2. The JWSC and Contractor agree that the Construction Plans, Standards for Water and Sewer Design and Construction, Technical Specifications, and all Addenda thereto together are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the JWSC budgetary process, agrees to waive the terms of O.C.G.A. § 13- 11-1 *et seq.*, known as the Georgia Prompt Pay Act. Contractor agrees that the Work and services required by this Agreement may require inspection and approval of the JWSC’s engineers or consultants and that the time of repayment shall be tolled for a reasonable time as required for said inspection and approval.
   3. 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. Contractor shall credit the JWSC by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the JWSC will be $50.00 per hour per inspector for inspection services.
   4. 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.
4. **TERM OF AGREEMENT**
   1. This Agreement shall be for a period of **three hundred thirty days (330)** consecutive calendar days after the effective commencement date of the Work.
   2. This Agreement is binding on the parties as of date last written below.
5. **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**
   1. 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.
   2. 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.

* 1. 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 any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

1. **TERMINATION OF AGREEMENT**
   1. 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.
   2. 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.
   3. 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.
2. **AGREEMENT SECURITY - BONDS**
   1. 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.
   2. 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.
   3. 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.
   4. 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.
3. **NOTICES**
   1. All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as Notice).
   2. It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
      1. If to Contractor: Name of Contractor
      2. If to JWSC: Andrew Burroughs, PE, Executive Director

Brunswick-Glynn Joint Water and Sewer Commission

1703 Gloucester Street

Brunswick, Georgia 31520

|  |  |  |
| --- | --- | --- |
| (3) | Copy to: | Charles A. Dorminy, JWSC Attorney |
|  | | Hall Booth Smith, P.C. |
| 3528 Darien Highway, Suite 300 |
| Brunswick, Georgia 31525 |

* 1. 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.
  2. 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**
   1. 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.
   2. 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.
   3. Contractor and JWSC, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.
2. **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**
   1. Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.
   2. 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.
   3. The foregoing whereas clauses are hereby incorporated into this Agreement and made a part thereof.

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

*COMPANY TO BE NAMED*

By:

*Name and title of corporate officer to be named*

Attest to:

By:

*Name and title of corporate officer to be named* Date and SEAL

### BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION

By: G. Ben Turnipseed, Sr., Chairman

Attest to:

By: Andrew Burroughs, Executive Director Date and SEAL

**PART A: CONTRACT FORM CONTINUED**

Please be advised that the Contract Form, herein above, contemplates the Project described and when the successful Bidder is selected and the Project awarded, then JWSC will provide the successful Bidder with a **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 702** agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.

### PART B - PERFORMANCE BOND

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

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

, as Principal, and

, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn 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 **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS , BGJWSC PROJECT NO. 702**, 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.

(**SEAL)**

2.

### PART C - PAYMENT BOND

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

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

, as Principal, and

, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn 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 **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 702**, 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:

Signed and Sealed in the Presence of: 1.

(**SEAL)**

2.

**SURETY:**

By:

Title:

Signed and Sealed in the Presence of: 1.

(**SEAL)**

2.

### PART D - AFFIDAVIT OF PAYMENT OF CLAIMS

#### (Submitted with Final Invoice)

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:

Brunswick-Glynn Joint Water and Sewer Commission (JWSC) and ***To Be Named*** (Contractor), last signed for the **2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS – GLYNN COUNTY, GEORGIA, BGJWSC PROJECT NO. 702**

### CONTRACTOR Company:

**By:**

**Title:**

**(SEAL)**

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

NOTARY PUBLIC:

Name:

My Commission Expires:

**(NOTARY SEAL)**

### PART E - CERTIFICATE OF INSURANCE

This is to certify that

(Insurance Company)

of

(Insurance Company Address)

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

**BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION, EXECUTIVE DIRECTOR, 1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520**

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

|  |  |  |
| --- | --- | --- |
| **1.** | **Insured:** |  |

**2. Project Name: 2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS – GLYNN COUNTY, GEORGIA, JWSC PROJECT NO. 702**

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

**Date:**

**(Insurance Company)**

**Issued At:**

**(Authorized Representative)**

**Address:**

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

### PART F – CERTIFICATE OF DRUG FREE WORKPLACE

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

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

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

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

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

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

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

**Company Name:**

**Authorized Signature:**

**Title:**

**Date:**

### PART G - E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, s*tating affirmatively that the individual, firm, or corporation which is contracting with the Brunswick-Glynn 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 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).

### PART H - E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with

O.C.G.A. § 13-10-91, s*tating affirmatively that the individual, firm, or corporation which is contracting with a Contractor contracting with the Brunswick-Glynn 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 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 Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn 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 Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn 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).

### GENERAL CONDITIONS

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2.0 Contract Project Representative 3.0 Notice of Award of Contract

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**0.0 DEFINITIONS**

Where used in the Invitation of Bids documentation, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

**Acceptance**. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

**Act of God**. A cataclysmic phenomenon of nature, such as a hurricane, earthquake or abnormal flooding. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

**Addenda**. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification, or corrections.

**Bid**. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

**Bidder**. Individual, partnership, corporation, or a combination thereof, includes joint ventures, offering a bid to perform the work.

**Contract**. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

**Contract Documents**. The Contract, Addenda (which pertain to the Contract Documents),

Contractor’s Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, and Field Orders.

**Contract Price**. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bid schedule, with adjustments made in accordance with the contract. The base amount given in the bid schedule shall be a lump sum bid.

**Contract Time**. Number of consecutive calendar days stated in the contract for the completion of the work or portions thereof.

**Contractor**. The individual, partnership, corporation, or combination thereof, includes joint ventures that enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

**Day**. Calendar day.

**Defective**. An adjective which when modifying the word “work” refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient, or performed in an unworkmanlike manner, in that it does not conform to or meet the requirements of the Contract, any inspection, reference standard, test or approval referred to in the Contract, or has been damaged prior to a recommendation of final payment.

**Direct**. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

**Directive**. Written documentation of the actions of the Engineer or the Owner in directing the Contractor.

**Engineer**. Whenever the word “Engineer” is used in the contract, it shall be understood as referring to the Engineer of the Owner, or such other Engineer, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

**Equipment**. Mechanical, electrical, instrumentation or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

**Furnish**. To deliver to the job site or a specified location any item, equipment or material.

**Holidays**. Legal holidays designated by the Owner.

**Install**. Placing, erecting, or constructing in place any item, equipment, or material.

**May**. Refers to permissive actions.

**Owner**. Brunswick-Glynn County Joint Water and Sewer Commission (JWSC).

**Owner's Representative**. The person, firm or corporation designated by the Owner.

**Paragraph**. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator where applicable.

**Person**. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

**Project**. The undertaking to be performed under the provisions of the contract.

**Punch List**. List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Contract Project Representative when the Contractor (1) notifies the Contract Project Representative in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

**Shall**. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

**Specifications**. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

**Work**. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

**1.0 CONTRACT ADMINISTRATION**

The Contract Administrator for this IFB shall be Mr. Andrew Burroughs, PE, Executive Director (912) 261-7112. The Contract Administrator shall act as the JWSC's Representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the bidding period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Brunswick-Glynn Joint Water and Sewer Commission Attn: Mr. Andrew Burroughs, PE, Executive Director

1703 Gloucester Street

Brunswick, Georgia 31520

Phone: (912) 261-7112

E-Mail: [aburroughs@bgjwsc.org](mailto:aburroughs@bgjwsc.org)

**2.0 CONTRACT PROJECT REPRESENTATIVE**

The Contract Project Representative is the JWSC’s day-to-day manager of the contracted services. He shall provide the successful Bidder direction and monitor the results within the limits of the contract’s terms and conditions. He will decide questions that may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the successful Bidder in payment requests and the acceptability of the services that these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by the JWSC. Any project questions arising, subsequent to contract award, are to be addressed to the Contract Project Representative at the following address:

Brunswick-Glynn County Joint Water and Sewer Commission

Attn: Mr. Todd Kline., P.E., Director of Engineering, Planning & Construction Division 1703 Gloucester Street

Brunswick, Georgia 31520

Phone: (912) 261-7122

Email: [tkline@bgjwsc.org](mailto:tkline@bgjwsc.org)

**3.0 NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within thirty (30) days after receipt of bids, the JWSC shall notify the successful Bidder of its intent to enter into a contract agreement. Should the JWSC require additional time to award a contract, the time may be extended by mutual agreement between the parties. If an Award of Contract has not been made within thirty (30) days from the bid opening date or within the extension mutually agreed upon, the Bidder may withdraw the bid without further liability on the part of either party.

* 1. **EXECUTION OF CONTRACT DOCUMENTS**
  2. Within fifteen (15) days subsequent to successful contract negotiations, the JWSC shall furnish the successful Bidder the conformed copies of Contract Documents for execution by him.
  3. Within fifteen (15) days after receipt of the Contract Documents, the successful Bidder shall return all the documents properly executed by him. Attached to each document shall be the certificate of insurance, proper licenses required by Federal, State, or Local authorities, and performance and payment bonds as required herein
  4. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Bidder, certificates of insurances and licenses, the JWSC shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
  5. Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

**5.0 NOTICE TO PROCEED**

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the JWSC. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the JWSC and successful Bidder. If the Notice to Proceed has not been issued within the ten

(10) day period or within the period mutually agreed upon, the successful Bidder may terminate the Contract Agreement without further liability on the part of either party.

**6.0 PROTEST OF AWARD**

All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) days after the award of bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Executive Director and the review shall be limited to any alleged violation of federal, state or local law.

* 1. **INSURANCE**

The successful Bidder shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the JWSC, nor shall the successful Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful Bidder.

The successful Bidder shall maintain insurance with companies reasonably acceptable to

the JWSC, authorized to do business in Georgia, and having a rating with A.M. Best & Co. of A-VII or better, unless otherwise approved in writing by the JWSC. Such insurance as will protect the successful Bidder from claims set forth herein below which may arise out of or result from the operations of the successful Bidder under the contract, whether such operations be by the successful Bidder, by anyone directly or indirectly employed by the successful Bidder, or by anyone for whose acts the successful Bidder may be liable including, but not limited to, the following:

* 1. Claims under workers' compensation, disability benefit, and other similar employee benefit acts;
  2. Claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the successful Bidder;
  3. Claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the successful Bidder;
  4. Claims for damages insured by usual personal injury liability coverage which are sustained by any other person;
  5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  6. Claims for damages because of professional errors and omissions; and
  7. Claims for contractually assumed liability under the contract.

The aforesaid insurance required to be maintained by the successful Bidder may be written under an umbrella policy or policies, but shall not be written for less than the limits of liability specified herein below or less than any limits required by law, whichever is greater. The successful Bidder shall maintain during such time as the successful Bidder is performing hereunder the services, subject to a policy or policies having a deductible not greater than $25,000 on account of any one occurrence, (i) statutory workers' compensation and employers liability insurance with available limits in an amount not less than the greater of that required by law or $1,000,000 for injuries, including accidental death to any one person, (ii) commercial general liability insurance with available limits of not less than $5,000,000 in combined single limits for bodily injury and property damage and covering the contractual liabilities under this agreement and naming licensor and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days’ notice to licensor, or its designee, prior to cancellation or modification of any policy. (iii) business automobile liability insurance in an amount not less than a combined single limit of $1,000,000 for injuries, for bodily injury including accidental death, and (iv) property damage liability insurance in an amount not less than $1,000,000 on account of any one occurrence with a $2,000,000 aggregate naming Licensor, and/or its designee, as additional insured.

The insurance policies must contain a waiver of subrogation against JWSC, CSXT and its affiliates, except where prohibited by law. All insurance companies must be A.M. Best rate A-and Class VII or better. Refer to Attachment E of the Technical Spec Attachment - CSX Utility Encroachment Permit, CSX898886 / 1033416, Form 1001- document for complete details to ensure compliance with these specific requirements.

Further, the successful Bidder shall maintain, during the period beginning with the commencement of the performance by the successful Bidder of the services and ending one year after the Project shall be substantially completed, subject to a policy or policies having a deductible not greater than $25,000 on account of any one claim, professional errors and omissions insurance in an amount not less than $1,000,000 per claim and annual aggregate with a $25,000 deductible.

In the event successful bidder finds it necessary to perform construction or demolition operations within fifty feet (50’) of any operated railroad track(s) or affecting any railroad bridge, trestle, track(s), roadbed, overpass or underpass, bidder shall: (a) notify CSXT and JWSC and (b) procure and maintain during the period of construction or demolition operations, at no cost to JWSC or CSXT,

1. Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of $5,000,000.00 per occurrence for bodily injury and property damage, with at least $10,000,000.00 aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by JWSC and CSXT prior to commencement of such construction or demolition. CSXT reserves the right to demand higher limits.

OR

1. The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 80 evidencing that coverage is provided for work within 50 feet of a railroad. IF such endorsements are not included, RPL insurance must be provided.

At CSXT’s option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), successful Bidder may pay CSXT, at CSXT’s current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to the CSXT’s Railroad Protective Liability (RPL\_ Policy for a period of actual construction. This coverage is offered at CSXT’s discretion and may not be available under all circumstances.

Certificates of insurance indicating that the successful Bidder has obtained such coverage and a copy of the policies evidencing such coverage, if requested by the JWSC, shall be filed with the JWSC prior to the commencement by the successful Bidder of the contracted services. Such certificates shall be in form and substance reasonably acceptable to the JWSC, shall indicate that, except in respect to workers' compensation insurance coverage and professional errors and omissions insurance, JWSC is an additional named insured with respect to such coverage, shall indicate that such coverage is primary and is not contributory with any similar insurance purchased by the JWSC, and shall contain a provision that such coverage shall not be canceled until at least thirty (30) days prior written notice has been given to the JWSC.

**8.0 QUANTITIES**

None of the various JWSC departments, divisions, employees or agencies, individually or collectively, shall be required to purchase any minimum or maximum amount during the life of any contract, or extension thereof, as a result of this IFB

* 1. **SUSPENSION OR TERMINATION OF SERVICES**

The anticipated contract between the successful Bidder and the JWSC may be terminated based on any one of the following:

* 1. Failure of the Bidder to perform based on the Bidders bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur the JWSC shall have the authority to terminate the contract with written notice to the successful Bidder. The successful Bidder shall be liable for any losses occurring as a result of not abiding by the terms of the contract.
  2. The JWSC may terminate the contract at will. All correspondence of this nature will be forwarded by certified or registered mail with return receipt requested.
  3. Any termination of the successful Bidder services shall not affect any right of the JWSC against the successful Bidder then existing or which may thereafter occur. Any retention of payment of monies by the JWSC due the successful Bidder will not release the successful Bidder from compliance with the Contract Documents.

**10.0 INDEMNIFICATION**

The successful Bidder will indemnify and hold harmless the JWSC, its officers, employees, and agents, each and any one of them, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any

negligent or willful act or omission of the successful Bidder and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the JWSC or any of their agents or employees, by any employee of the successful Bidder, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder or under federal and state workers’ compensation and disability benefits statutes, and applicable laws relating thereto. No party shall indemnify any other party for their own sole negligence.

**11.0 ASSIGNMENTS**

The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the JWSC. In case the successful Bidder assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services set forth in this contract.

**12.0 LAWS AND REGULATIONS**

The successful Bidder’s attention is directed to the fact that all applicable Federal, State and Local laws and ordinances, including rules and regulations of all authorities having jurisdiction over the services, shall apply to the contract throughout. The successful Bidder shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the JWSC.

The successful Bidder shall at all times observe and comply with all such existing laws, ordinances and regulations, and shall protect and indemnify the JWSC and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Licenses of a temporary nature, necessary for the prosecution of the services, shall be secured and paid for by the successful Bidder.

* 1. **NOTICE AND SERVICE THEREOF**
  2. All notices, demands, requests, instructions, approvals, and claims shall be in writing.
  3. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in his bid (or at such other

office as the Contractor may from time to time designate to the JWSC in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

* 1. All papers required to be delivered to the JWSC shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the JWSC will be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the JWSC or to such other address as the JWSC may subsequently specify in writing to the Contractor.

**14.0 SCHEDULE, REPORTS, AND RECORDS**

The Contractor shall submit to the JWSC schedules, reports, estimates, records and other data as the JWSC may request concerning services performed or to be performed.

* 1. **CHANGES IN THE CONTRACT**
  2. **Changes in the Service**

The JWSC may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment and signed and sealed by the parties. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Contract Administrator written notice thereof within fifteen

(15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the JWSC.

The JWSC may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the JWSC shall indicate this intent in a written notice to the Contractor.

### Changes in Contract Price

The contract price shall be changed only by a mutual agreement by the Contractor and the JWSC transmitted as a Contract Amendment. The Contractor shall, when required by the JWSC, furnish to the JWSC the method and justification used in computing the change in price as related to the services ordered.

* 1. **Changes in Contract Period**

The Contract Period shall be changed only by a Contract Amendment. Changes in the services described in above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the JWSC and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

* 1. **PAYMENTS AND COMPLETION**
  2. **Application for Payment**

The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to the Contract Project Representative listed in Paragraph 2.0.

* 1. **Certificate for Payments**

If the Contractor has made application for payment, as above, then the Contract Project Representative will issue a Certificate for Payment to the Finance Division for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Certificate. After the Certificate for Payment has been issued, the Finance Division shall pay to the Contractor within thirty (30) days the amount covering services completed. No Certificate for Payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

* 1. **Failure of Payment**

If the Contract Project Representative fails to approve an application for payment, through no fault of the Contractor, within seven (7) working days after receipt from the Contractor, or if the Finance Division fails to pay the Contractor within thirty (30) days after receipt of a Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The JWSC reserves the right to reject the Contract Project Representative’s certification of any request for payment by the Contractor without the accrual of interest.

### Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

* 1. **Final Payment**

Upon receipt of written notice from the Contractor that all contracted services are complete, the Contract Administrator will, within a reasonable time, review all services and reports. If the Contract Administrator finds the services and reports of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents, he shall, within a reasonable time, direct the Finance Division that final payment be made. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

**17.0 CONTRACTOR’S CLAIM**

No claim for additional or other compensation beyond the contract price shall be allowable unless the Contractor makes **written demand therefore within thirty (30)** days of the occurrence of any event which gives rise to such claim.

**18.0 CONTRACT AGREEMENT JURISDICTION**

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

**19.0 OWNERSHIP OF DATA**

All data and other records supplied to the Contractor for this project shall remain the sole property of the JWSC. The Contractor shall not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract pursuant to this IFB, and will return submitted records to the JWSC upon completion of the work hereunder. The JWSC shall have the right, without the consent of the Contractor, to extract such data in industry standard formats, using standard Contractor utilities and at no cost to the JWSC. The JWSC acknowledges that the storage, compilation, format, and layout constitute proprietary and secret trade information of the Contractor, and are protected by Federal copyright law.

### SPECIAL CONDITIONS

**1.0 EXISTING FACILITY OPERATIONS**

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

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

* 1. **PROJECT SCHEDULE**
  2. **Project Schedule:** The following activities shall be completed by the indicated date or days after Notice to Proceed.

|  |  |
| --- | --- |
| **Task or Milestone** | **Completion (Days after NTP)** |
| **Shop Drawing Submittals** |  |
| Completion and submission of all Shop Drawings by Contractor | 14 |
| Review of Shop Drawings By JWSC/Engineer | 28 |
| Re-submittal of Shop Drawings By Contractor (if Required) | 35 |
| Review of Re-submittal Shop Drawings By JWSC/Engineer (if Required) | 42 |
|  |  |
| **Critical Submittals** |  |
| Project Schedule\* | 7 |
| Schedule of Values\* | 7 |
| Horizontal Directional Drill Work Plan, Supplemental Work Plan, and  Calculations | 7 |
| Superintendent Qualifications and Contact Information | 7 |
| Temporary Bypass Systems Plan and Requirements | 14 |
| Dewatering Plan | 14 |
| **Substantial Completion** | 300 |
| **Final Completion of All work (including all restoration)** | 330 |
| \* The construction progress schedule shall show the proposed dates of commencement and completion of the various milestones of the work required under the contract as well as the anticipated amounts of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The construction progress schedule will be a true reflection of the actual construction progress, shall be reviewed and updated for the bi-weekly project meetings and | |

submitted with the monthly periodic payment request. The monthly payment request shall not be considered complete without the accurately updated construction progress schedule.

* 1. **Work Hours**

Unless otherwise noted in the Contract Documents, the time allotted for completion of the project is based on a standard work week with construction activities between 7:00 a.m. and 7:00 p.m., Monday through Friday. Contractor shall coordinate any necessary night or weekend construction activities a minimum of 24 hours in advance with the JWSC project representative and Glynn County. It is noted that jack-and-bore construction within CSX railroad may require continuous construction operations until complete.

* 1. **Delays**

Contractor shall not be compensated for delays caused by Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by Act of God as described in the General Conditions. Within thirty

(30) days after the onset of a delay, Contractor shall notify the JWSC in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. In the case of continuing delay for the same cause, only one notice of delay is necessary. Failure to provide this notice within thirty (30) days of the delay waives any claim for extension of time resulting from such delay. If the delay is due to the failure of another contractor on a separate but conflicting project to complete its work in a timely manner, changes ordered in the Work, an Act of God event, or any other cause which the JWSC, in its sole judgment and discretion, determines to justify the delay, then the Contract Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

* 1. **SUBSTITUTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

* + 1. Documentation demonstrating that the item being proposed as a substitute will fit in the space allowed, perform the same functions and have the same capabilities as the product or process specified.

**B. A letter signed by an officer of the company certifying compliance with the specifications without exception.**

1. Installation list with contacts and phone numbers for the same minimum number of installations and years of experience as the specified product or process.
2. Complete descriptive and technical data addressing all specification requirements.
3. Complete list of deviations from the specifications as written.
4. Identification of accessory items required as a result of the proposed substitution.
5. Identification of all architectural, structural, mechanical, piping, electrical or other modifications required as a result of the proposed substitution.

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

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

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

* 1. **SUBMITTALS**

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

* 1. **Definitions**

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

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

*Samples:* Samples include both fabricated and un-fabricated physical

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

* 1. **Routing of Submittals**

Submittals and routine correspondence shall be routed as follows:

* + - Supplier to Contractor
    - Contractor to JWSC
    - JWSC to Engineer
    - Engineer to JWSC
    - JWSC to Contractor
    - Contractor to Supplier
  1. **Submittal Log**

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

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

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

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

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

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

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

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

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

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

### review.

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

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

* 1. **Review Procedures**

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

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

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

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

**5.0 INTERPRETATION OF PLANS AND SPECIFICATIONS**

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

* 1. **FIELD ENGINEERING**

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

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

* 1. **Owner’s Responsibilities**

The Owner will provide the following:

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

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

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

* 1. **Contractor’s Responsibilities**

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

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

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

* 1. **RECORD DOCUMENTS**

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

Record documents include but are not limited to the following:

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

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

* 1. **Record Drawings**

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

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

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

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

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

Final As-Built Drawings shall include the following:

* + - Horizontal and vertical location of all exposed and underground piping systems, valves, appurtenances, fittings, taps; etc., and all deviations from the design plans. Provide size, material, top of pipe elevations, invert elevations, slope percentages, length and type of all pipes, vertical clearances at each utility crossing.
    - Location and dimensions of roadways and parking areas;
    - Location of structures including finish floor elevations, tank depths, top and bottom elevations;
    - Horizontal angle and distance between manholes;
      * If profiles or cross-sections are part of the design plans, then As-Built data shall be shown on each profile or cross-section on the As-Built drawings.

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

* 1. **Specifications**

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

* 1. **Submittal**

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

**8.0 WARRANTY**

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

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

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

**9.0 SEWAGE SPILLS**

* 1. Contractor Requirements

During the contract period the Contractor shall be responsible for repair of any damaged sewer system infrastructure and for any sewer system overflows or spills which result from the Contractor’s activities. The Contractor shall be responsible for, at no cost to the Brunswick-Glynn JWSC, the cleanup, notification, advertisement, monitoring, sampling and analysis, reporting, and other requirements as noted in the following section 9.2, of any sewer system overflows or spills which result from the Contractor’s activities.

* 1. Georgia EPD Requirements for Sewage Spills
     1. It shall be the duty of the person in charge of such substances at the time to forthwith notify EPD in person or by telephone of the location and nature of the danger, and it shall be such person's further duty to immediately take all reasonable and necessary steps to prevent injury to property and downstream users of said water.
        1. Spills and Major Spills:
           1. A "spill" is any discharge of raw sewage by a Publicly Owned Treatment Works (POTW) to the waters of the State.
           2. A "major spill" means:

The discharge of pollutants into waters of the State by a POTW that exceeds the weekly average permitted effluent limit for biochemical oxygen demand (5-day) or total suspended solids by 50 percent or greater in one day, provided that the effluent discharge concentration is equal to, or greater than 25 mg/L for biochemical oxygen demand or total suspended solids.

Any discharge of raw sewage that 1) exceeds 10,000 gallons or 2) results in water quality violations in the waters of the State.

* + - * 1. "Consistently exceeding effluent limitation" means a POTW exceeding the 30-day average limit for biochemical oxygen demand or total suspended solids for at least five days out of each seven day period during a total period of 180 consecutive days.
      1. The following specific requirements shall apply to POTW's. If a spill or major spill occurs, the owner of a POTW shall immediately:
         1. Notify EPD, in person or by telephone, when a spill or major spill occurs in the system.
         2. Report the incident to the local health department(s) for the area affected by the incident. The report at a minimum shall include the following:

Date of the spill or major spill;

Location and cause of the spill or major spill;

Estimated volume discharged and name of receiving waters; and

Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.

* + - * 1. Post a notice as close as possible to where the spill or major spill occurred and where the spill entered State waters and also post additional notices along portions of the waterway affected by the incident (i.e. bridge crossings, boat ramps, recreational areas, and other points of public access to the affected waterway). The notice at a minimum shall include the same information required in 8.2 A. 2. b. (1-4) above. These notices shall remain in place for a minimum of seven days after the spill or major spill has ceased.
        2. Within 24 hours of becoming aware of a spill or major spill, the owner of a POTW shall report the incident to the local media (television, radio, and print media). The report shall include the same information required in 8.2

A. 2. b (1-4) above.

* + - * 1. Within five (5) days (of the date of the spill or major spill), the owner of a POTW shall submit to EPD a written report which includes the same information required in 8.2 A. 2. b (1 -4) above.
        2. Within 7 days (after the date of a major spill), the owner of a POTW responsible for the major spill, shall publish a notice in the largest legal organ of the County where the incident occurred. The notice shall include the same information required in 8.2 A. 2. b (1-4) above.
        3. The owner of a POTW shall immediately establish a monitoring program of the receiving waters affected by a major spill or by consistently exceeding an effluent limit, with such monitoring being at the expense of the POTW for at least one year. The monitoring program shall include an upstream sampling point as well as sufficient downstream locations to accurately characterize the impact of the major spill or the consistent exceedance of effluent limitations described in the definition of "Consistently exceeding effluent limitation" above. As a minimum, the following parameters shall be monitored in the receiving stream:

Dissolved Oxygen;

Fecal Coliform Bacteria;

pH;

Temperature; and

Other parameters required by the EPD.

* + - * 1. The monitoring and reporting frequency as well as the need to monitor additional parameters, will be determined by EPD. The results of the monitoring will be provided by the POTW owner to EPD and all downstream public agencies using the affected waters as a source of a public water supply. Within 24 hours of becoming aware of a major spill, the owner of a POTW shall provide notice of a major spill to every county, municipality, or other public agency whose public water supply is within a distance of 20 miles downstream and to any others which could be potentially affected by the major spill.

**Brunswick - Glynn**

**Joint Water and Sewer Commission**

**TECHNICAL SPECIFICATIONS**

##### FOR

**2016 SPLOST NORTH MAINLAND PH III FORCEMAIN IMPROVEMENTS BRUNSWICK, GLYNN COUNTY, GEORGIA**

**JWSC PROJECT NO. 702**

**PREPARED BY**

**FOUR WATERS ENGINEERING, INC.**

**324 6th Avenue North JACKSONVILLE BEACH, FL 32250 (904) 414-2400**

**PEF006711**

##### TECHNICAL SPECIFICATIONS (FOUR WATERS ENGINEERING, INC.)

DIVISION 1 – GENERAL REQUIREMENTS

01010 - Summary of Work

01025 - Measurement and Payment

01065 - Permits and Fees

01380 - Construction Photographs and Video

01700 - Project Closeout

01730 - Operation and Maintenance Data

DIVISION 2 – SITE WORK

02050 – Demolition

02110 – Site Clearing

02140 – Dewatering

02200 – Earthwork

02210 – Soil Erosion Control

02211 - Erosion, Sedimentation, and Pollution Control (GA)

02220 – Excavating, Backfilling and Compacting

02660 – Water Distribution Systems

02662 – Sanitary Sewer Systems

02922 – Loaming, Seeding, and Mulching

02934 – Solid Sodding

02960 - Temporary Sewer Bypass Systems

DIVISION 15 - MECHANICAL

15000 – Mechanical – General Requirements

15044 - Pressure Testing of Piping

15062 – Ductile Iron Pipe and Fittings

15075 - Horizontal Directional Drilling (HDD)

**ATTACHMENTS**

**Construction Plans: Brunswick-Glynn JWSC 2016 SPLOST North Mainland PH III Forcemain Improvements, Brunswick, Glynn County, Georgia** prepared by Four Waters Engineering, Inc. dated December 2019.

**August 23, 2019, Terracon Geotechnical Engineering Investigation, Glynco Linear Force Water Main, Brunswick, Glynn County, Georgia, Terracon Project No. ES195146.**

**US Army Corps of Engineers Wetland Delineation Evaluation Letter (June 1, 2018):** Regulatory Branch #SAS-2017-00989, Wetlands Exhibit – Sanitary Sewer Force Main Improvements Harry Driggers Boulevard (SPLOST III) 1356th GMD, Glynn County, Georgia.

**Permits:**

Georgia Environmental Protection Division NPDES Permit – Wastewater PS and Forcemain EPD#2019-200 (Not selected for review by EPD)

Georgia Environmental Protection Division, GAR248C3C-V1, Notice of Intent to Discharge Storm Water Associated with Construction Activity (will be transferred to contractor)

CSX Utility Encroachment Permit, CSX898886 / 1033416, Draft Agreement - Pending