



Brunswick-Glynn Joint Water and Sewer Commission

RFP No. 22-004 Invitation For Proposal

Harrington Administration Building Roof Replacement for the Brunswick-Glynn County Joint Water and Sewer Commission

Monday, August 2, 2021

**MANDATORY Pre-proposal meeting and site visit on Thursday, August 12th, 2021, 9:00 a.m.
EST**

**Harrington Administration Building
161 S. Harrington Road
St. Simons Island, GA 31522**

**Deadline for questions Tuesday, August 17, 2021, no later than 5:00 p.m. EST.
Questions must be directed in writing (via e-mail) to the
Purchasing Director, Pamela Drury-Crosby, email- pcrosby@bgjwsc.org**

Proposal Responses Due by:

12:00 NOON, EST Tuesday, August 31, 2021, to:

**Purchasing Division
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100**

**Proposals should be clearly labeled as follows:
"RFP No. 22-004 Harrington Administration Building Roof Replacement"**

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

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

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

**BRUNSWICK - GLYNN
JOINT WATER AND SEWER COMMISSION
REQUEST FOR PROPOSALS**

No. 22-004

Harrington Administration Building Roof Replacement

1.0 INTRODUCTION

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) wishes to receive proposals for replacement of the Harrington Administration building located at 161 S. Harrington Road, St. Simons Island, GA, 31522

The Scope of Work for the project shall include all labor and materials for the removal of the existing roof system and replacement with new asphalt roofing system and all appurtenances. Please utilize the following link to examine existing roof conditions <https://www.youtube.com/watch?v=KX--O91P4Kg>. A **mandatory** pre-proposal meeting and site visit will be held on Thursday, August 12, 2021, 9:00 a.m. at 161 S. Harrington Road, St. Simons Island, GA 31522.

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

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

All proposals must be made on the proposal form included with the Contract Documents for the proposed work. No proposer may withdraw their proposal for a period of ninety (30) days after the date set for the opening thereof. All proposals shall remain valid for that period of time.

The award (if an award is made) will be made as provided in the proposal. The award shall be made to the lowest responsive and responsible proposer, provided that if the JWSC believes that the public interest will be best served by accepting other than the lowest proposal, it shall have the authority to accept the proposal that will best serve the public interest. The JWSC reserves the right to accept or reject any and all proposals, alternate proposals, or unit prices and/or waive any irregularities in any proposal received.

Time of Completion shall be (10) calendar days after issuance of the Notice to Proceed date. Liquidated damages of one-thousand dollars (\$1,000) per day for failure to complete the work within the specified time are specified in the Contract Documents. The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All proposals must cover the entire work required under this contract.

Proposers’ attention is directed to the Special Provisions of the Contract Documents which require the Contractor, to whom the contract for the work is awarded, to meet all requirements of said Contract Documents and approved by the JWSC Attorney. Additionally, all forms relevant to Insurance, Drug-Free Workplace, EEO and E-verify are to be executed at this time.

2.0 SPECIAL CONDITIONS

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

The Contractor is to complete all work within **30 days** of contract execution and within a **10 day work period** of a signed Notice to Proceed date that we be established at the pre-construction meeting. The JWSC requires that selected firm be available for daily progress meetings (either onsite at JWSC or via teleconference) with all noted deliverables by the end of the **10 day work period**. Each firm is to submit Section 6.0 Project reference forms for projects of similar scope and size. Each firm’s experience and qualifications will be evaluated primarily as they relate to the firm’s ability to provide the services requested.

The BGJWSC will make an award only to a responsible firm possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as firm integrity, compliance with public policy, record of past performance, and financial and technical resources. The BGJWSC has exclusive and sole discretion to determine the firm whose services will be most advantageous to the BGJWSC, and reserves the right to reject all firms. A number of firms may be asked to express their interest in regard to these services in the form of a proposal. Following the receipt of Proposals, a certain firm or firms may be selected for further consideration.

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

3.0 ANTICIPATED SOLICITATION SCHEDULE

Date	Event
Monday, August 2, 2021	Solicitation Released; Proposal Docs Available
Thursday, August 12, 2021 – 9:00 a.m. EST	<u>Mandatory</u> Pre-Proposal Meeting and Site Visit - JWSC Harrington Administration Building – 161 S Harrington, St. Simons Island, GA 31522
Tuesday, August 17, 2021 – 5:00 p.m. EST	Deadline for Questions (submit in writing via email to pcrosby@bgjwsc.org)
Tuesday, August 31, 2021 – NOON EST	Proposals Due – 1703 Gloucester Street Brunswick, Ga 31520 Attn: Procurement Department
September 1, 2021 – September 15, 2021	Contract Execution Period and Pre-Construction Meeting; Schedule and Notice To Proceed Date Set
No Later than 10/15/2021	Completion of Work

4.0 INFORMATION REQUESTS AND INSTRUCTIONS FOR PROPOSAL SUBMITTAL

Additional information and clarifications desired by a Proposer shall be requested from the BGJWSC in writing and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer. Every request for such clarification shall be in writing via email addressed to the Purchasing Director, Pam Crosby at pcrosby@bgjwsc.org. Any verbal statements regarding same by any person prior to the award shall be considered not authoritative and not binding. **The deadline for questions is 5:00 p.m. EST on Tuesday, August 17, 2021.**

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

Proposals are to be submitted with:

- Proposal Form from Section 5.0
- A detailed description of the services provided for each phase of the project
- Time period for each phase of the project and project workflow
- References for (2) similar projects Section 6.0

Additional Forms:

- Oath
- Representation
- Legal and Character Qualifications
- Affidavit
- E-Verify

Please submit an original plus (2) two hard copies and (1) one electronic version (USB or CD) of the proposal. Each proposal should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this proposal. Fancy binding and color displays other than those necessary are highly discouraged. Please limit responses to a total of (45) twenty-five single-sided pages. This total should include the proposal form and all associated documentation

Proposals are due by 12:00 noon (EST) on Tuesday, August 31, 2021. Mandatory label required on outside of envelope: "Request For Proposal – Harrington Administration Building Roof Replacement". Proposals are due by the time and on the date listed above. ALL LATE PROPOSALS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

5.0 PROPOSAL FORM

PROPOSAL ITEMS: HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$	\$
2	Harrington Administration Building Roof Replacement	1	LS	\$	\$
3	Building Permits	1	CASH	\$	\$
TOTAL				\$	

TOTAL (Figures): \$ _____

(Words): _____

Proposers Name: _____

Signature: _____

Company Name: _____

Date: _____

6.0 PROJECT REFERENCES

**HARRINGTON ADMINISTRATION BUILDING
ROOF REPLACEMENT**

FORM FOR SIMILAR PROJECTS AND REFERENCES

Name of Contractor: _____

Project Name: _____

Location: _____

Project Owner: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Contract Dates:

Date of Notice to Proceed: _____ Date of Final Completion: _____

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

Brief Description of Project:

Material, Manufacturer and Square Footage (s):

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

Name of Field Supervisor: _____

Type of Project (check appropriate box): Public Works Private Owner

Contractual Status on Project (check appropriate box): Prime Contractor

If subcontractor, provide name of Prime Contractor:

Was this project completed within the original contract period? Yes____ No ____

Did this project require traffic control and/or traffic diversion? Yes____ No____

Was this project located in an established neighborhood? Yes____No____

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

Yes____ No ____

COPY THIS FORM FOR SIMILAR PROJECTS

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

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

Insurance Requirements

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

SCHEDULE

AMOUNT

Workers' Compensation

Georgia Statutory coverage
and Employer's Liability (including
appropriate Federal Acts)

Statutory Limits (Workers' Compensation)
\$500,000 Bodily Injury each accident
\$500,000 Bodily Injury by Disease each Employee
\$1,000,000 Bodily Injury policy limit

Commercial General Liability

Premises-Operations
Products-Completed Operations
Contractual Liability
Independent Contractors
Broad Form Property Damage
Explosion, Collapse and Underground
Hazards (XCU Coverage) as appropriate
Primary and Non Contributory

\$1,000,000 each occurrence
\$2,000,000 annual aggregate for bodily injury
and property damage, combined single limit

Automobile Liability

All autos-owned, hired,
or non-owned

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

Excess or Umbrella Liability

(This is additional coverage and limits
above the following primary insurance:
Employer's Liability, Commercial General
Liability and Automobile Liability)

\$2,000,000 each occurrence and annual aggregate

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

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

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

OATH

State of Georgia
City of Brunswick
County of Glynn

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

HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT

that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the proposaling or Proposals of said project or from submitting a proposal 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 proposer to withdraw his/her proposal 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 _____ 2021.

Name of Party: _____

Corporate or Partnership Name: _____

Sworn to and subscribed before me this the ____ day of _____ 2021.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(SEAL)

AFFIDAVIT

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

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

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

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

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive proposalding 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 Proposer's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Proposer's response.

Company Name: _____

Authorized Person: _____ Signature: _____

(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____

Fax: _____ Email: _____

REPRESENTATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

EEO Plan: The successful Proposer 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 Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-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 Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

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

Yes

No

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

Yes

No

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

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

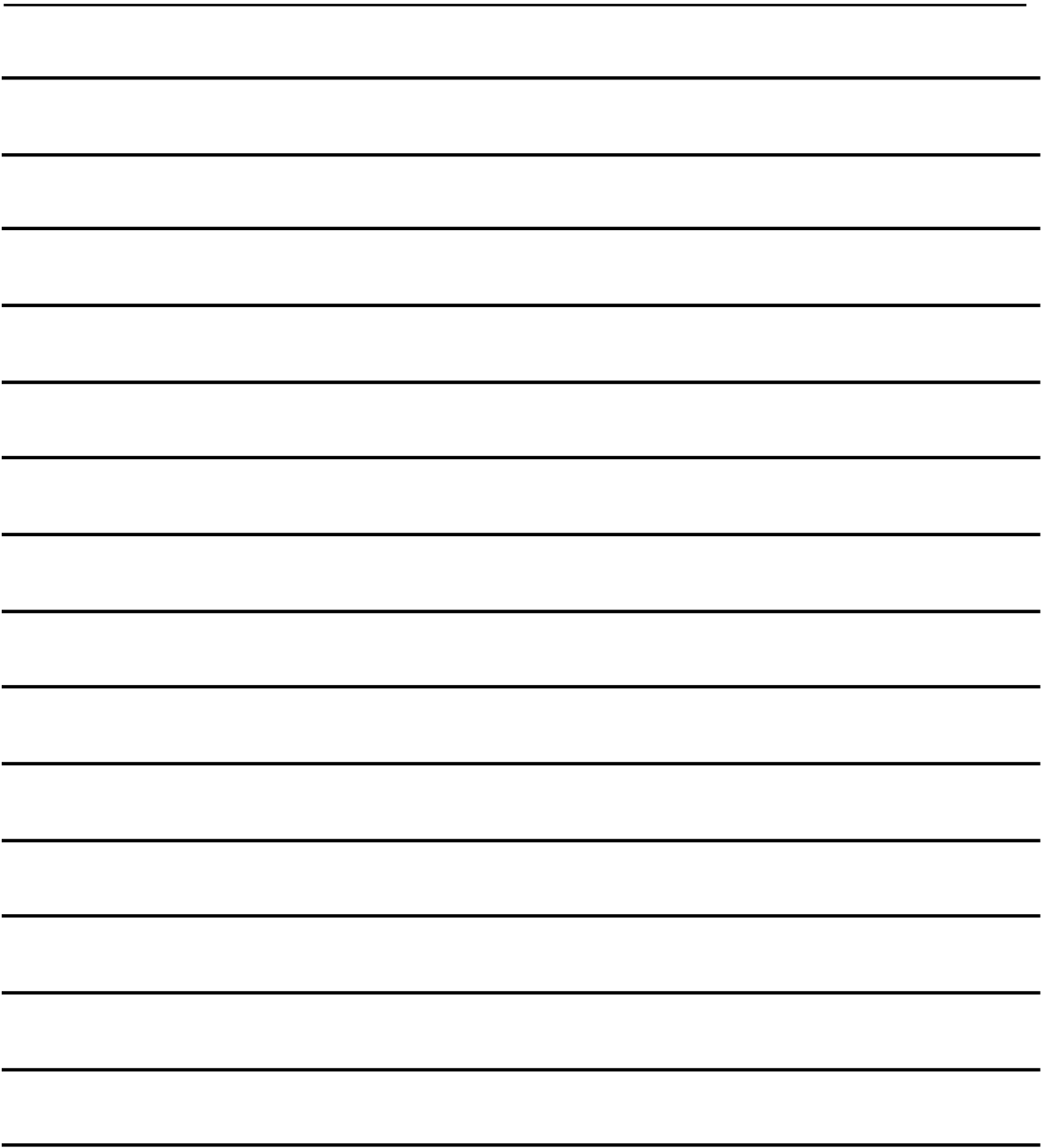
Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to a civil proceeding in which it was held liable for any of the following?

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

License Revocation: Has the Proposer 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.



SAMPLE 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 a Request For Proposals on or about August 2, 2021 (hereinafter referred to as the “Solicitation”) from qualified Contractors to provide for its

HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT
BRUNSWICK – GLYNN COUNTY, GEORGIA

Hereinafter referred to as the “Project”; and

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

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

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

1.0 INDEPENDENT CONTRACTOR STATUS

In the performance of the Project services required under this Agreement, Contractor shall be an "independent contractor" with the authority and responsibility to control and direct the performance and details of the Project Work and services required under this Agreement; provided, however, JWSC shall have a right to inspect Work in progress to determine whether, in JWSC's opinion, the Project services are being performed by Contractor in accordance with the provisions of this Agreement.

ALL persons hired or used by Contractor shall be Contractor's employees and agents and Contractor shall ensure that such persons are qualified to engage in the activity and services in which they participate. Contractor shall be responsible for the accuracy, completeness and adequacy of any and all work and services performed by Contractor's employees and agents and shall ensure that all applicable licensing and operating requirements of federal, state, county and municipal governments, and all applicable accreditation and other standards of quality generally accepted in the field of Contractor activities are complied with and satisfactorily met.

Contractor expressly agrees to assume the sole and entire liability (if any liability is determined to exist) to its employees, agents and other persons for all loss, damage or injury caused by Contractor's employees and agents in the course of their employment. The mere participation in the performance of Project services under this Agreement shall not constitute nor be construed as employment with JWSC and shall not entitle Contractor or Contractor's employees, agents or subcontractors to vacation, sick leave, retirement or other benefits afforded by employees of the JWSC. Contractor shall be responsible for payment of applicable income, social security and any other federal, state, and/or local taxes and fees.

Contractor assumes sole responsibility for completion of the Project undertaken pursuant to this Agreement. The JWSC shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the Project Work or services contemplated by this Agreement may not be entered by Contractor without prior written approval by the JWSC.

2.0 CONTRACT DOCUMENTS

This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein (hereinafter referred to in this Agreement as the Contract Documents), as follows:

- JWSC's Solicitation, dated _____, 2021 including Addendums, if any.
- Contractor's Proposal dated _____, 2021 for

**HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT
BRUNSWICK – GLYNN COUNTY, GEORGIA**

- This Agreement which includes the following parts

Contract Form

Affidavit of Payment of Claims

Certificate of Insurance

Certificate of Drug Free Workplace

E-Verify Contractor Affidavit and Agreement

E-Verify Subcontractor Affidavit and Agreement

In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Section 2.0 Contract Documents.

3.0 SCOPE OF WORK

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

HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT BRUNSWICK – GLYNN COUNTY, GEORGIA

in strict conformity with all sections of the Solicitation, whose program services together with the Contractor's Proposal, the Invitation for Proposals, Instructions to Proposers, General Conditions, Construction Plans, this Agreement and all addenda hereto annexed, and the Contract Documents shall form essential parts of this Agreement as if fully contained herein.

Contractor agrees to perform all Project services as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, JWSC personnel or any other person, including providing and maintaining all necessary precautions for the protection of the public. In addition, Contractor agrees to perform the Project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to keep the rights-of-way, easement area and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the Work, and progressively as the Work is completed he shall remove all waste materials, rubbish and debris from and about the work areas and shall leave the site clean.

4.0 NOTICE TO PROCEED; LIQUATED DAMAGES

Notice to Proceed: The Contractor agrees to commence the Project included in this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete the Project within a period of **thirty (30)** consecutive calendar days after the effective commencement date.

Liquidated Damages: Time is of the essence and is an essential element of this Agreement, and the Contractor shall pay to the JWSC, not as a penalty, but as liquidated damages, the sum of **One Thousand Dollars (\$1,000.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the JWSC and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the JWSC and its rate payers as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute or under this Agreement.

5.0 COMPENSATION

The JWSC agrees to pay the Contractor, in current funds, for the performance of this Agreement based on the units and lump sum pricing for the Project and listed at Exhibit "A," which sums shall also pay for all loss or damage arising out of the nature of the Project aforesaid, or in the performance of the Project and for all expenses incurred by, or in consequence of the Project, its suspension or discontinuance, and for well and faithful completion of the Project and the whole thereof, as herein provided.

The JWSC and Contractor agree that the Construction Plans, Standards for Water and Sewer Design and Construction, and all Addenda thereto together are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the JWSC budgetary process, agrees to waive the terms of O.C.G.A. § 13-11-1 *et seq.*, known as the Georgia Prompt Pay Act. Contractor agrees that the Work and services required by this Agreement may require inspection and approval of the JWSC's engineers or consultants and that the time of repayment shall be tolled for a reasonable time as required for said inspection and approval.

Contractor further agrees to toll the time for payment herein under for an additional and reasonable period of time for the JWSC representative overseeing the Project or Work contemplated by this Agreement to approve the Work and/or services performed.

The JWSC shall have forty-five (45) days from approval by the JWSC representative in which to pay the Contractor; subject to any documentation requests by the JWSC as necessary to allow the JWSC to evaluate the completeness and accuracy of monies due.

6.0 TERM OF AGREEMENT

This Agreement shall be for a period of **thirty (30)** consecutive calendar days after the effective commencement date of the Work.

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

7.0 INSURANCE

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

8.0 INDEMNIFICATION

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

9.0 ASSIGNMENT

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

10.0 PROHIBITED DISCRIMINATION

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

11.0 COMPLIANCE WITH ALL LAWS

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

12.0 REMEDIES; DISPUTE RESOLUTION

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

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

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

13.0 MODIFICATION OF AGREEMENT

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

14.0 WAIVER

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

15.0 TERMINATION OF AGREEMENT

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

When the Contractor's services have been terminated by the JWSC, the Contractor in calculating his termination application for payment, shall develop his outstanding costs, including those materials in transit and un-cancellable with the appropriate percentage markups; subcontractors shall follow the same procedures. All costs must be substantiated by adequate back-up documentation. Any retention or payment of moneys due to the Contractor by the JWSC will not release the Contractor from liability.

The Contractor may not terminate this Agreement without the JWSC's consent except for failure of the JWSC to pay sums due to the Contractor hereunder. Prior to termination, the Contractor must give written notice to the JWSC allowing thirty (30) days to investigate and remedy any failure or breach hereof. Should the JWSC fail to remedy the failure or breach hereof within such thirty (30) days, the Contractor shall give written notice, addressed to the JWSC Executive Director, sent by certified mail, return receipt requested, of its intention to cease providing services upon a day certain after delivery of such notice.

16.0 AGREEMENT SECURITY – BONDS (ONLY FOR PROPOSALS OVER \$100,000) N/A on this proposal.

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

The Surety of the Proposal 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 proposal amount. The Bonds and Surety shall be subject to approval by the JWSC legal counsel.

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

17.0 NOTICES

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

It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Contractor: **COMPANY TO BE NAMED**

If to JWSC: Andrew Burroughs, Executive Director
Brunswick – Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

Copy to: Charles Dorminy, JWSC Legal Counsel
Hall Booth Smith, P.C.
3528 Darien Highway Suite 300
Brunswick, Georgia 31525

Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was in fact delivered, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.

The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

18.0 WARRANT OF AUTHORITY

Each individual executing this Agreement on behalf of any party expressly represents and warrants that he/she has authority to do so, and thereby to bind the party on behalf of which he/she signs, to the terms of this Agreement.

19.0 ENTIRE AGREEMENT; BENEFIT TO PARTIES

This Agreement and any attached exhibit(s) constitute the final and entire agreement and understanding between the parties hereto regarding the subject matter hereof. No prior written promises, or contemporaneous or subsequent oral promises or representations, shall be binding and are to be without effect in the construction of any of the terms or conditions of this Agreement.

With the exception of rights expressly conferred herein, nothing expressed or mentioned in or to be implied here from is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect hereto or any agreement, condition or provision herein contained and no provision shall be construed as creating any debt as against Contractor or JWSC in favor of any such person; this Agreement and the covenants, conditions and provisions hereof being intended to be used for the sole and exclusive benefits of the parties hereto.

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

20.0 GOVERNING LAW

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

21.0 TIME IS OF THE ESSENCE

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

22.0 EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23.0 MISCELLANEOUS PROVISIONS

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

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

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

(SIGNATURES ON NEXT PAGE)

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

COMPANY TO BE NAMED

By: _____

Name and Title of corporate officer to be named

Date and Seal

Attest to:

By: _____

Name and Title of corporate officer to be named

Date and Seal

BRUNSWICK – GLYNN COUNTY JOINT WATER AND SEWER COMMISSION

By: _____

Andrew Burroughs, Executive Director

Attest to:

By: _____

Janice Meridith, Commission Clerk

Date and seal

Please be advised that the Contract Form, herein above, contemplates the Project Described and when the successful Proposer is selected and the Project awarded, then JWSC will provide the successful Proposer with a Agreement which will include the standard contract provisions as set forth in the Contract Form herein, as applicable.

AFFIDAVIT OF PAYMENT OF CLAIMS

_____ This the ____ day of _____, 2021

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

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

**HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT
BRUNSWICK – GLYNN COUNTY, GEORGIA**

CONTRACTOR

Company: _____

By: _____

Title: _____

(SEAL)

Sworn to and subscribed before me this the _____ day of _____, 2021

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

CERTIFICATE OF INSURANCE

This is to certify that _____

(Insurance Company)

of _____

(Insurance Company Address)

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

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION

1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520

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

1. **Insured:** _____

2. **Project Name:** **22-004 HARRINGTON ADMINISTRATION BUILDING ROOF REPLACEMENT**

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

(Insurance Company)

(Authorized Representative)

Date: _____

Address: _____

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

CERTIFICATE OF DRUG FREE WORKPLACE

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

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

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

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

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

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

(Continued on Next Page)

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

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the _____ day of _____, 2021.

NOTARY PUBLIC:

Name: _____

My Commission Expires: _____

(NOTARY SEAL)

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

E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

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

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

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

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

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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 _____, 2021.

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).