



# **PROJECT MANUAL**

## **RFB NO. 16-006; REPLACEMENT OF VARIOUS ROOFING AT NORTH PEACH PARK AND SOUTH PEACH PARK**

**PEACH COUNTY BOARD OF COMMISSIONERS.**

**07 MAY 2016**

**ISSUED FOR:**

- PRELIMINARY (NOT FOR CONSTRUCTION)**
- BIDDING AND CONSTRUCTION (100%)**

**PROJ 15PCG003RR060**

## SECTION 01151

## SUMMARY OF WORK AND MISCELLANEOUS REQUIREMENTS

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
  - 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. INCLUDED IN THE PROJECT:**

- A. North Peach Park, White Rd., W White Rd, Byron, GA 31008
  - 1 Pavilion 1
  - 2 Pavilion 2
  - 3 Pavilion 3
  - 4 Soccer Field Restrooms
- B. South Peach Park, 200 Murray Rd, Fort Valley, GA 31030
  - 1 Pavilion 1
  - 2 Pavilion 2
  - 3 Pavilion 3
  - 4 Tennis Court Restrooms

**1.3. SUMMARY OF WORK:**

- A. Furnish and install decking, roof materials, flashing gutters and downspouts, and miscellaneous materials on all roof areas.
- B. In addition to work delineated on the project diagrams, work includes:
  - 1 Remove all roofing material to the wooden decks
  - 2 Inspect and repair/replace decking as necessary to provide suitable substrate.
  - 3 Install specified self-adhering sheet underlayment in areas designated.
  - 4 Install specified underlayment to all decking.
  - 5 Install additional specified self-adhering sheet underlayment as directed by the owner's representative, (unit cost).
  - 6 Installation of specified laminated architectural shingle system
  - 7 Install flashing, trim and accessories.

- 8 Inspect and repair/replace fascia boards as directed by Owner's representative to provide clean, smooth flat fascia surface.

**1.4. PURPOSE:**

- A. The Peach County Board of Commissioners is accepting bids to furnish all labor, equipment, and materials to replace the roof systems for the various buildings at Peach County North Peach Park and South Peach Park. The Contractor shall provide all labor, materials and equipment required to replace certain roof systems on the North Peach Park Buildings, White Rd., Byron, GA and South Peach Park Buildings, Murray Rd., Fort Valley, GA. Bids shall remain in effect for 60 Days.

**1.5. INTENT:**

- A. The Peach County Board of Commissioners intends to award a contract to a qualified Contractor to replace the roof systems at North Peach Park and South Peach Park. The County seeks one or more companies who have extensive experience in this field. The award will be evaluated on:

CRITERIA	WEIGHTED VALUE
1 Contractor history	10%
2 Schedule	10%
3 Similar work	10%
4 Past work history with Peach County	5%
5 Peach County business location	3%
6 References	7%
7 Warranty	15%
8 Bid amount	35%
9 Unit costs	5%

**1.6. DELAYS:**

- A. If delay is foreseen, the Contractor shall give immediate written notice to the Peach County Public Works Director or a representative assigned by the Director. The Contractor must keep the County advised at all times of status of the project work.

**1.7. DELIVERY FAILURE:**

- A. Time is of the essence. Should the Contractor fail to supply the proper materials or work at the time and place(s) as specified, or within a reasonable period of time thereafter, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may, at its sole discretion, cancel the contract and secure another Contractor.

**1.8. INTENT OF THE SPECIFICATIONS:**

- A. The intent of the specifications is to describe the materials and methods of construction required for the performance of the work.

**1.9. DEFINITIONS**

- A. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.
- B. The term Owner shall be understood to be "The Peach County Board of Commissioners"
- C. The Term Director shall be understood to be the Peach County Public Works Director.

D. The term Owner's Representative shall be understood to be "Edifice Consulting", of Byron, GA.

#### **1.10. UNIT COSTS**

- A. In addition to the base price bidders are to provide the following unit cost pricing:
- 1 Additional deck replacement, per square foot
  - 2 Wood framing replacement, per board foot
  - 3 Facia Board Replacement, per linear foot
  - 4 Additional self-adhering sheet underlayment, per square foot

#### **1.11. CONFLICTS:**

- A. If a conflict exists between this specification and the requirements of the manufacturer issuing the specified warranty, the more stringent shall prevail.

#### **1.12. WORK HOURS AND DAY 15**

- A. This project will be completed between June 15, 2016 and August 15, 2016. Successful bidder will have 24 hour a day, 5 days a week Monday through Friday access to the facility during this time, but construction times must be in accordance with local ordinance. Saturday and Sunday work may be allowed by special exception from the Director.

#### **1.13. OWNER'S REPRESENTATIVE STATUS**

- A. The Owner's Representative shall have general rights of inspection of the work and is the agent of the owner in all matters pertaining to the work as provided in the Contract Documents. The owner's representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

#### **1.14. VERIFICATION OF DIMENSIONS AND ELEVATIONS**

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner or the Owner's Representative and the Owner or the Owner's Representative will not be responsible for their accuracy. Before submitting a bid on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations shall be assumed by the Contractor without reimbursement or compensation by the Owner.

#### **1.15. PROTECTION:**

- A. The Contractor shall use every available precaution to provide for the safety of property owner, visitors to the site, and all persons connected with the work under the specification.
- B. Existing facilities shall remain operating during the period of construction. All access roadways must remain open to traffic unless otherwise permitted by written special provision
- C. In those areas where materials will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations
- D. Barricades shall be erected to fence off all construction areas from public access.
- E. Safety Requirements
- 1 All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
  - 2 Contractor shall comply with federal, state, local and owner fire and safety requirements, or when noxious fumes may be produced.

- 3 Contractor shall advise owner whenever work is expected to be hazardous to owner employees and/or operations.
- 4 Contractor shall provide fire extinguishers in readily accessible locations; Keep one fire extinguishers within five (5) feet of any welding, open flame operations, or power tools in use; Remove oil-soaked and paint-soaked materials, including paper and rags, from building daily, and more frequently as necessary, to eliminate danger of fire; do not permit workers to smoke during operations involving combustible adhesives, solvents, mastics or other fire hazard materials.
- 5 ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED. SAFETY ORIENTATION MEETING REQUIRED PRIOR TO PERFORMING ANY WORK.

#### **1.16. INSURANCE REQUIREMENTS**

- A. The Contractor shall be responsible for the work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- B. The Contractor shall, during the continuance of all work under the Contract, maintain the following insurance:
  - 1 Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, and \$500,000 each disease to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
  - 2 Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 policy limit to protect the Contractor, its subcontractor, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3 Business Automobile Liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 policy limit to protect the Contractor, its subcontractor, and the interest of the County, against any and all injuries to third parties, including property damage, bodily injury and personal injury, wherever located, resulting from any automobile collision or accident.
- C. Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.
- D. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

- E. The subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

**1.17. HOUSEKEEPING:**

- A. Contractor shall keep materials neat and orderly in an area approved by the Director.
- B. Contractor shall remove scrap, waste and debris from project area twice daily.
- C. Contractor shall maintain clean conditions while work is in progress.

**1.18. CONDITION OF SITE**

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items pertinent to their work and have made allowance for same in their bids.

**1.19. SUBMITTAL CONSTITUTES A REQUIREMENT**

- A. Whenever a submittal is required, it is understood that the requirement for a submittal constitutes a requirement for the item. i.e.: A requirement that a bid bond be submitted with the bid, constitutes a requirement for a bid bond, whether or not language elsewhere specifically requires a bid bond.

**1.20. INSPECTION**

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.
- C. Contractor shall verify installation conditions as satisfactory to receive work.
- D. The contractor shall promptly notify building owner's representative of any defects in the substrate beyond the known defects, and work shall not proceed until defects have been corrected.
- E. Do not install new roofing until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions.
- F. Check projections, curbs, and deck for inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new roofing system.
- G. Start of work by the contractor shall imply approval of deck surfaces and site conditions; and no claim in this respect will be considered valid in case of failure of the roofing components within the guarantee period.
- H. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- I. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- J. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.

- K. The authorized Owner's Representative shall be responsible for:
- 1 Keeping the Owner informed on a periodic basis as to the progress and quality of the work.
  - 2 Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements.
  - 3 Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices.
  - 4 Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative.
  - 5 Rendering any other inspection services, which the Owner may designate.
  - 6 Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- L. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

### **1.21. JOB CONDITIONS**

- A. Roofing work shall proceed only when weather conditions will permit the work to proceed in accordance with the roofing system warrantor's recommendations.

### **1.22. SAFETY PRECAUTIONS**

- A. All owner's and OSHA safety rules shall be adhered to in the execution of this work.

### **1.23. ROOF TRAFFIC**

- A. After work on roof is started, no traffic will be permitted on the roof other than that necessary for the roofing application and inspection. Materials shall not be piled on the roof to the extent that design live loads are exceeded.
- B. Any damage to existing equipment shall be repaired as directed by building owner, or owner's representative, at no expense to building owner.

### **1.24. PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Material received which is not dry or is otherwise damaged shall be rejected.
- B. Storage under polyethylene or similar nonbreathing film stock shall not be permitted. Roll goods shall be stacked on their ends and never in contact with the ground. Proper storage on or off the site shall be the responsibility of the contractor.
- C. Deliver all roofing materials to the site in original containers, with factory seals intact.
- D. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- E. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges.
- F. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- G. Remove manufacturer supplied plastic covers from materials provided with such. Use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material is to be installed.
- H. Materials shall be stored above 55°F (12.6°C) a minimum of 24 hours prior to application.

**1.25. WORK SEQUENCE**

- A. Once work is started on a roof or section, it shall continue without undue delay until that section is completed before starting another. The installation of flashings shall follow application of the roofing immediately.

**1.26. MISCELLANEOUS UTILITIES**

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

**1.27. CHANGES OR EXTRA WORK**

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
  - 1 By firm price adjustment;
  - 2 By cost plus with a guaranteed maximum;
  - 3 By cost with a fixed fee; or
  - 4 By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, above, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work not covered by unit prices submitted by the Contractor in his/her bid must be covered by a written change order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The change order will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

**1.28. CORRECTION OF WORK PRIOR TO FINAL PAYMENT**

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

**1.29. CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.



**1.30. DEDUCTION FOR UNCORRECTED WORK**

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

**1.31. JOB CONDITIONS**

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. The Contractor should be aware of Owner's property when tearing off the existing roof.
- C. Smoking is only allowed in areas designated by the Director for smoking.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that becomes wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- E. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- F. No drugs or alcoholic beverages are permitted on the grounds.
- G. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to persons or property.
- H. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any person or property, notification must be made within 24 hours of the incidents to the Owner and Owner's Representative.
- I. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- J. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or sealants must be cleaned off metal surfaces.
- K. The Contractor is responsible for protecting all materials from the elements.
- L. Anyone guilty of willful destruction or unlawful removal of owner property will be dismissed from the job and is subject to prosecution by law.
- M. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored and at the Contractor's expense.
- N. The Contractor must verify that all materials can be installed to accommodate the building design, governing codes and regulations, and the manufacturer's current recommendations. In the event of a conflict the more stringent shall govern.
- O. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of high fasteners, dirt, debris, and other contamination before any materials are supplied.

**1.32. SAFETY**

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.

- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

### **1.33. WORKMANSHIP**

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workers shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

### **1.34. COMPLIANCE WITH LAWS**

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

### **1.35. OWNER'S RULES**

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE CONSULTING ORGANIZATION AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

### **1.36. SAFETY AND ECOLOGY**

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.), Georgia State government, and local regulations.
- B. All refuse shall be disposed of at the Contractors cost, and in accordance with all federal, state, and local laws and rules. All refuse shall be disposed of in a properly permitted landfill or recycle facility.

### **1.37. ANTI-DISCRIMINATION IN EMPLOYMENT**

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

### **1.38. FINAL INSPECTION**

- A. Upon completion of the installation, an inspection shall be made by a representative of the roofing manufacturer to ascertain that the roofing system has been installed according to the roofing system warrantor's published specifications and details. The warranty will be issued upon approval of the installation and payment for all materials and fees.

### **1.39. ADJUSTMENT AND REPAIR**

- A. Any roofing damaged or misapplication shall be repaired or replaced as designated by the building owner and roofing system warrantor. Repairs or replacement will be made by the contractor at no expense to building owner.

## **2. PART 2 — INSTRUCTIONS TO BIDDERS**

- 2.1. INSTRUCTIONS FOR SUBMITTING BIDS:** Bids will be received in the Peach County Board of Commissioners Office, 410 Old Macon Road Fort Valley, Georgia 30130, until May 31, 2016 at 2:00 p.m.

local time. Bids will be opened in public to review bids for completeness May 31, 2016 at 2:30 p.m. Bid price amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

**2.2. REQUIRED DOCUMENTATION:** Submit the following completed documents with the Bid packages. Bids not containing the following completed documents will be considered “non-responsive” and may be rejected for consideration:

- A. Bid Form (completed and signed)
- B. Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- C. Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- D. Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- E. Conflict of Interest Certification (Signed and Dated)
- F. Vendor Information Sheet (Completed, Signed and Dated)
- G. Form W9 (Taxpayer Identification Number)
- H. SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- I. Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)
- J. Insurance Certificate(s) verifying required insurance:
- K. Certificate of Liability Insurance
- L. Certificate of Workers Compensation Insurance
- M. Certificate of Automobile Liability Insurance
- N. Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- O. Photo Identification (only if vendor or contractor is a Sole Proprietor)(see attached list of acceptable documents)
- P. Organization and History – Provide those items required in the Organization and History section of this RFB package
- Q. Addendum initialed by Contractor if applicable
- R. Delivery Schedule and Installation Schedule
- S. Outline Past work history with Peach County

**2.3. CONTRACT REQUIREMENT:** The successful Contractor whose bid is selected by the Board of Commissioners shall be required to enter in to a contract with Peach County. A draft copy of the contract is attached to the RFB. The Board may choose to award the contract to another contractor for failure to submit the completed (signed and dated) contract within three (3) business days of receipt of said contract.

**2.4. QUESTIONS AND INQUIRIES**

- A. All questions will be submitted in writing, and shall be directed to:

Attention: Clarice Davis  
 Purchasing Manager, Peach County  
 213 Persons St.  
 Fort Valley, GA 31030,  
 478-827-2535  
 Clarice-davis@peachcounty.net

- B. Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFB, or if additional data are necessary to enable an exact interpretation of provisions of this RFB, an addendum will be issued. It is the responsibility of the party submitting the bid to ensure that they have received all addendums prior to submitting a bid. 'All Addendums will be posted to the County website and e-mailed to all firms who receive the RFB and provide their contact information to: Mr. Paul Schwindler, P.E., paul-schwindler@peachcounty.net All addendums must be initialed and attached to the bid. Failure to include addendums may be ample cause for rejection of the bid as non-responsive.
- C. Inquires pertaining to this request for bid must give firm or contractor name, project number, title, and acceptance date. Questions will be answered in writing and will be distributed to all firms who receive the bid and attend the pre- bid meeting, and/or by addenda, provided that all questions are received at least five (5) days in advance of the bid acceptance date. If the bidder feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections five days prior to submitting quotations.
- D. Required Copies - Each firm shall submit one (1) original and two (2) copies of their bid to the County's Public Works Department as indicated in this RFB.
- E. Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor's return address is shown on the container.
- F. The county will recognize only communications with are in writing and signed. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.
- G. Rights of County - Peach County reserves the right to waive any informalities, to reject any and all bids, to evaluate bids, to accept portions of any bids and to accept any bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded
- H. Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content.

## **2.5. RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES**

- A. The bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

## **2.6. DISCREPANCIES AND ADDENDA**

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

## **2.7. INSPECTION**

- A. Check projections, curbs, and deck for inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new roofing system.

- B. Start of work by the contractor shall imply approval of deck surfaces and site conditions; and no claim in this respect will be considered valid in case of failure of the roofing components within the guarantee period.

## **2.8. QUALITY ASSURANCE**

- A. The roofing and associated work shall be contracted to a single firm, called the contractor hereafter, specializing in the type of roofing required, so that there will be undivided responsibility for the performance of the work.

## **2.9. COMPETENCY OF THE BIDDER**

- A. Contractor is experienced, as determined by Peach County, as one who specializes in the installation of work similar to that required for this project
- B. The roof contractor must have been in business for 7 years, performing work of similar size, scope and complexity and submit proof of this in the submittal package, with no less than 3 relative examples.
- C. The roof contractor must have an Experience Modification Rating of less than 0.9 and submit proof of this with their bid.
- D. Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions they already possesses and a detailed description of the method and program or work to be done.

## **2.10. . DISQUALIFICATION OF BIDDERS**

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
  - 1 Evidence of collusion among Bidders.
  - 2 Lack of information or documentation requested as part of this RFB. Any bid omitting required information or documentation may be deemed non-responsive and the bid disqualified.
  - 3 Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
    - a Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
    - b Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
    - c Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

## **2.11. NOTICE OF AWARD**

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall remain valid for a period of ninety (90) days following the bid opening. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her bid has been duly served upon the intended award by an authorized officer or agent of the Owner. Upon acceptance of the winning Bid by the Peach County Board of Commissioners, purchase order and NTP will be issued by Peach County. No work shall commence until a Purchase Order has been issued, all required forms have been completed and submitted, and a Notice to Proceed (NTP) issued by the County.

## **2.12. START AND COMPLETION DATE**

- A. Work shall begin within ten (10) days from the award of this contract, or as agreed upon by the parties.

- B. All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. The Contractor is responsible for supplying trained workers in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Bid form.
- D. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract, at the owner's option be terminated, and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

### 2.13. PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. A Purchase Order will be issued with the Notice to Proceed (NTP). An invoice for the material must be presented to the Owner for payment with the P.O. number indicated on the invoice. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Invoices shall be submitted to:
  - Peach County Public Works Department
  - Attention: Paul Schwindler, P.E.
  - Public Works Director, Peach County
  - 410 Old Macon Road
  - Fort Valley, Georgia 31030
- B. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner.
- C. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- D. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month.
- E. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- F. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- G. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- H. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.
- I. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier prior to release of order.
  - 1 If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
  - 2 Contractor shall have a pre-approved line of credit from the material supplier.

- 3 Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien, and final affidavit (supplied by owner), with his/her invoice indicating that all suppliers, and sub contractors, have been paid.

#### **2.14. TERMINATION BY THE OWNER FOR CAUSE**

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
  - 1 Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Bid form;
  - 2 Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
  - 3 Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

#### **2.15. COMPLIANCE WITH LAWS**

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

### **3. PART 3— CONTRACTOR'S INSTRUCTIONS**

#### **3.1. TAXES**

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, unemployment benefits, withholding taxes and sales taxes.

#### **3.2. CONTRACTOR'S LICENSE**

- A. All pertinent state and local licenses will be required.

#### **3.3. BUILDING PERMITS**

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

#### **3.4. JOB COORDINATION**

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Seventy two hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Edifice Consulting Inc. Chuck Kilgore 478 256 9612.

#### **3.5. CLEAN-UP**

- A. Accumulated debris shall be removed periodically during the work day and at the end of each work day to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all materials from the face of the buildings, floor, window, ladders and other finished surfaces.

**3.6. SUPERINTENDENT**

- A. The Contractor shall keep a competent non working superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.
- D. The superintendent shall attend all project meetings including the pre-construction conference.

**4. PART 4 — STATEMENT OF POLICY****4.1. APPROVED CONTRACTORS**

- A. The contractor must be approved by the proposed warranting manufacturer, and conform to all quality control and submittal requirements.

**4.2. ACCEPTABILITY OF COMPLETED WORK**

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The owner and owner's rep are not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the owner's rep at the Contractor's expense. The owner's rep will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the owner's rep will be immediately reported to the Owner, along with recommended corrective actions necessary. The owner's rep will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

\* \* \* END OF SECTION 01151 \* \* \*



## SECTION 01200

## PROJECT MEETINGS

**1. PART 1 - GENERAL REQUIREMENTS****1.1. RELATED DOCUMENTS:**

- 1 The balance of the project manual.
- 2 Diagrams
- 3 Detail drawings
- 4 Misc attached forms.
- 5 New Vendor packet
- 6 Draft of Peach County construction contract.
- 7 Addendum(s)

**1.2. PRE- BID MEETING**

- A. Attendance is **recommended but not required** at a Pre-Bid meeting that will be conducted at Pavilion #1 North Peach Park, West White Rd, Byron, GA 31008, 9 AM local time, 16 May 2016.

**1.3. PRECONSTRUCTION CONFERENCE**

- A. The Preconstruction Conference will be scheduled prior to start of the project, but only after approval of all submittals.
- B. Attendance: Owner's representative and contractor, and owner.
- C. Typical agenda: Data will be distributed and discussed on:
  - 1 Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Project Manager.
  - 2 Channels and procedures for communication.
  - 3 Review all required permits.
  - 4 Review insurance requirements.
  - 5 Construction schedule, including sequence of critical work.
  - 6 Contract Documents, including distribution of required copies of Drawings and revisions.
  - 7 Processing of Shop Drawings and other data submitted to the Project Manager for review.
  - 8 Processing of field decisions and Change Orders.
  - 9 Rules and regulations governing performance of the work.
  - 10 Procedures for safety and first aid, security, quality control, housekeeping, and related matters.
  - 11 Any other items necessary.
  - 12 Review set-up area.
  - 13 Inspect project area.

**1.4. PROGRESS MEETINGS**

- A. Will be scheduled by owner's representative as needed to maintain quality and schedule.

- B. Attendance: Director, Contractor, Job Superintendent, Roofing Material Manufacturer/Supplier, and Sub-Contractors, and owner's representative, as appropriate.
- C. Typical Agenda:
  - 1 Review of work progress.
  - 2 Field observations, problems, and decisions.
  - 3 Identification of problems which impede planned progress.
  - 4 Maintenance of progress schedule.
  - 5 Corrective measures to regain projected schedules.
  - 6 Planned progress during succeeding work period.
  - 7 Coordination of projected progress.
  - 8 Maintenance of quality and work standards.
  - 9 Effect of proposed changes on progress, schedule, and coordination.
  - 10 Other business relating to work.

#### **1.5. PRE-FINAL INSPECTION**

- A. Installations or details noted as deficient during inspection must be repaired and corrected by contractor.
- B. Once corrections have been made, contractor must inform material supplier and building owner's representative so a second inspection can be scheduled.

#### **1.6. FINAL INSPECTION**

- A. Scheduled by owner's representative upon job completion, 48 hours minimum notice.
- B. Attendance: Owner or designated representative, contractor, roofing material manufacturer/supplier.
- C. Minimum Agenda:
  - 1 Walkover inspection.
  - 2 Identification of needed corrections to be completed by contractor with final approval from warrantor.

\* \* \* END OF SECTION 01200 \* \* \*

## SECTION 01300

## SUBMITTALS

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

A. Documents affecting work of this Section include, but are not necessarily limited to:

- 1 The balance of the project manual.
- 2 Diagrams
- 3 Detail drawings
- 4 Misc attached forms.
- 5 New Vendor packet
- 6 Draft of Peach County construction contract.
- 7 Addendum(s)

**1.2. SUBMITTAL PROCEDURES**

A. Coordination of submittals:

- 1 Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
- 2 Verify that each item and the submittal for it conform in all respects with the specified requirements.
- 3 By affixing the Contractor's signature or approval stamp to each submittal, he/she certifies that this coordination has been performed.
- 4 Label each submittal.
- 5 Bind submittals in order.
- 6 Provide cover letter, and table of content.

**1.3. SUBMITTAL DOCUMENTS:**

A. All bidders must submit the following documentation with the bid form. Include these documents in the envelope containing the bid.

- 1 Organization and History
  - a Please provide the name, title, address, telephone, e-mail address, and fax number of the individual(s) responsible for responding to this RFP.
  - b Provide a brief overview of your company and history of your organization.
  - c Provide the name, phone number and address of three professional references.
  - d Provide a list of the last three comparable jobs including, name and location, specifying authority / project manager, start / completion dates and value of the painting work.
- 2 Executed Immigration and Security Form, (SPD-SP054, Revised March 2011)
- 3 Completed Tax Compliance Form, (SPD-SP045, Revised December 2010)
- 4 Completed Supplier General Information Worksheet, (SPD-SP045, Revised December 2010)
- 5 Proof of status as an approved contractor of the proposed system, and proof of capability to secure the specified warranty.

- 6 A list of three (3) jobs of similar scope where the specified applications have been used, under similar conditions as specified, with contact information for access to the facilities.
  - 7 Copy of the roofing supplier's warranty, which meets all requirements of the specified warranties.
  - 8 Proof of specified insurance coverage, liability and workers comp.
  - 9 A letter from a corporate officer on corporate letterhead, stating that the bidder:
    - a Has not sought court ordered protection from creditors in the past 03 years.
    - b Has operated under the same name for the past 03 years.
  - 10 Proof of an Experience Modification Rating of less than 0.9. 2.
- B. The apparent successful bidder shall submit the following **prior to award**. The project will not be awarded until these documents are received and approved by the owner's representative. Deliver to: Glenn Howell, Edifice Consulting, Inc., P.O. Box 1060, Byron, GA 31008
- 1 Manufacturer's application manuals for all materials.
  - 2 A list of subcontractor(s) that will be utilized on the project and executed sub-contractor e-verify form(s).
  - 3 Individual product identification, including material supplier's literature and MSDS sheets.
  - 4 Letter from material supplier issuing the warranty verifying that the project documents have been approved, that the site has been inspected and meets the requirements for suitability, and that the specified warranty shall be provided upon satisfactory completion of the project.
- C. The apparent successful bidder shall submit the following **3 working days prior to preconstruction conference**. The pre-construction meeting, nor the job, shall not start until these documents have been approved by the owner's representative. Deliver to: Glenn Howell, Edifice Consulting, Inc., P.O. Box 1060, Byron, GA 31008
- 1 Insurance certificates with The Peach County Board of Commissioners listed as additionally insured.
  - 2 Any shop drawings required by the project manager.
  - 3 Sheet metal color charts
  - 4 Shingle color samples
  - 5 Underlayment sample
  - 6 Leak barrier underlayment sample
  - 7 Contact information for manufacturer's field technical representative

- D. The apparent successful bidder shall submit the following **prior to final payment**. The project shall not start until these documents have been approved by the owner's representative.
- 1 Maintenance Data: For each type of asphalt shingle to include in maintenance manuals.
  - 2 Specified Warranties
  - 3 Asphalt Shingles 100 square feet of each type, in unbroken bundles, with complete packaging and protective coatings intact.
  - 4 Final inspection report from the manufacturer's representative.

\* \* \* END OF SECTION 01300 \* \* \*

## SECTION 01400

## QUALITY CONTROL

**1.1. PART 1 - GENERAL****1.2. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
  - 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.3. QUALITY CONTROL**

- A. Contractor shall:
  - 1 Be experienced and well versed in:
    - a Wood framing and decking
    - b Sheet metal
    - c Asphalt shingle installation
  - 2 Be acceptable to owner.
  - 3 Have operated under the same name, without court order protection from creditors, for no less than three years.
  - 4 Maintain all insurance required in the bid request specifications.
  - 5 Be approved by the manufacturer issuing the warranty, for the proposed system, prior to the bid date.
- B. Roofing manufacturer shall:
  - 1 Be an Associate Member in good standing with National Contractor's Association (NRCA).
  - 2 Be recognized in roofing industry.
  - 3 Be approved by owner.

**1.4. SUBMITTAL REQUIREMENTS CONSTITUTE QUALITY CONTROL REQUIREMENTS**

- A. Submittal requirements in this project manual constitute quality control requirements for the project. Anything requested as a submittal is understood to be a requirement.

**1.5. RANDOM SAMPLING**

- A. During course of work, owner/owner's representative, may secure samples of materials being used from containers at job site and submit them to an independent laboratory for comparison to specified material.

- B. If test results prove that a material is not functionally equal to specified material:
  - 1 Contractor shall pay for all testing.
  - 2 Work will be replaced with material that meets the standard.

## **2. PART 2 - PRODUCTS**

### **2.1. GENERAL**

- A. Comply with Quality Control, References, Specification, and Manufacturer's data. Where conflict may exist, more stringent requirements govern.
- B. Provide primary products, including each type of roofing, miscellaneous flashing materials, underlayment, and sheet metal components from a single manufacturer, which has produced that type of product successfully for not less than three (3) years. Provide secondary products (mechanical fasteners, lumber, etc.) only as recommended by manufacturer of primary products for use with roofing system specified.
- C. All flashing work will comply with SMACNA Standards, at a minimum.

## **3. PART 3 - EXECUTION**

### **3.1. SUBMITTALS**

- A. Meet submittals requirements, SECTION 01300, and conform to this section.

\* \* \* END OF SECTION 01400 \* \* \*

## SECTION 01741

## WARRANTY

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
  - 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. GENERAL**

- A. This portion of the specification sets forth the warranty requirements for all sections.
- B. All sections will be covered by a single manufacturer and a single contractor.
  - 1 Failures include, but are not limited to, the following:
    - a Manufacturing defects.
    - b Structural failures including failure of asphalt shingles to self-seal after a reasonable time.
  - 2 Material Warranty Period 30 years from date of owner's acceptance, prorated, with first five years non-prorated.
  - 3 Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 75 mph (33 m/s) for five years from date of owner's acceptance.
  - 4 Algae-Discoloration Warranty Period: Asphalt shingles will not discolor ten years from date of owner's acceptance.
  - 5 Workmanship Warranty Period: ten years from date of Owner's acceptance.
  - 6 The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

\* \* \* END OF SECTION 01741 \* \* \*



## SECTION 03540

## SELECTIVE DEMOLITION AND SALVAGE

**1. PART 1 GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
- 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. DEMOLITION AND SALVAGE****A. SUMMARY**

- 1 This portion of the specification governs the demolition, salvaging (to the extent specified by building owner), and disposal of materials resulting from the demolition.

**2. PART 2 - PRODUCTS (NOT APPLICABLE)****3. PART 3 - EXECUTION****3.1. DEMOLITION**

- A. Demolition operations shall be performed in such a manner that no damage to existing facilities or injury to persons will result from the performance of the work.
- B. The contractor shall review and visually survey areas marked for demolition before beginning demolition.
- C. The use of equipment or wrecking devices shall be subject to the approval of building owner; however, such approval does not relieve the contractor of responsibilities described above.

**3.2. PREPARATION****A. Protection:**

- 1 Contractor shall be responsible for protection of property during course of work. Lawns, shrubbery, paved areas, and building shall be protected from damage. Repair damage at no extra cost to owner.
- 2 Roofing and flashings shall be installed and sealed in a watertight manner on same day of installation or before arrival of inclement weather.
- 3 Preparation work shall be limited to those areas that can be covered with installed roofing material on same day or before arrival of inclement weather.
- 4 Provide at site, prior to commencing removal of debris, a dumpster or dump truck to be located in areas approved by owner. Remove dumpster from premises when full and empty at approved dumping or refuse area. Deliver empty dumpster to site for further use. Upon job completion, dumpster/chute shall be removed from premises. Spilled or scattered debris shall be cleaned up immediately. Removed material to be disposed from roof as it accumulates.

- 5 Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface, and equipment movement. Move equipment and ground storage areas as work progresses.

B. Surface Preparation:

- 1 Remove all roofing material.
- 2 Remove metal counter flashings as required.
- 3 Dispose of all materials unless designated by building owner's representative for re-installation or salvage.
- 4 Sweep roof deck clean.

**3.3. HAZARDOUS MATERIALS**

- A. Meet all rules and regulations pertaining to the handling and disposal of roof material which contain hazardous materials.

**3.4. SALVAGE**

- A. Material as specified and recovered from demolition operations shall remain the property of building owner. With the owner's permission, other materials shall become the property of the contractor. Material salvaged for building owner shall be placed in storage areas designated by building owner. Material that is not salvaged for building owner shall be removed from the site or discarded in an on-site disposal area designated by building owner.

\* \* \* END OF SECTION 03540 \* \* \*

## SECTION 06100

## WOOD FRAMING

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
- 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. SUMMARY:**

- A. This portion of the specification sets forth the general requirements, including the quality and type of materials required for the installation of all lumber used for rafters, miscellaneous blocking material, fascias, etc.
- B. APPLICABLE ROOF SECTIONS:
- 1 Roof Areas to be covered under this section: ALL

**1.3. STORAGE:**

- A. All material specified herein shall be stored (after delivery to the site) so that it will be fully protected from damage and weather, and shall be piled to prevent warpage. All lumber shall be fully protected to maintain the original required moisture content as specified in item titled "Moisture Content".

**1.4. PROTECTION:**

- A. All finished work shall be adequately protected against damage from any source.

**1.5. COORDINATION:**

- A. Carpenters shall coordinate their work with that of the other trades so that progress continues without interruption.

**2. PART 2 - PRODUCTS****2.1. WOOD - FRAMING AND CURBS  
GRADING RULES, GRADES, AND SPECIES**

- A. Lumber: Southern Pine, yellow pine, douglas fir, spruce, ponderosa pine, larch or Hemlock and shall meet the following minimum grade requirement of construction standard (75% #1 and 25% #2); free from warping and visible decay. Lumber shall be graded according to the standard grading rules of the Southern Pine Inspection Bureau, the West Coast Lumber Inspection Bureau, or the Western Wood Products Association.

**2.2. DECAY-RESISTANT TREATMENT**

- A. All lumber with external exposure shall be chemically treated to prevent rot and decay.

**B. Chemically Treated Wood**

- 1 Wood shall be pressure-treated with a preservative in accordance with AWPA Specifications and approved by the EPA. Chromate copper arsenate, creosote and oil-borne preservatives are not acceptable.
- 2 Treating processes, material conditions, plant equipment, and other pertinent requirements shall conform to AWPA Specifications for specific kind of lumber and type of preservative to be used. Retention shall be as required for intended use.

**2.3. WOOD TO WOOD FASTENERS:**

- A. Type: Galvanized, common, annular ring nail. Length: Sufficient to penetrate underlay blocking 1-1/4 inches.
- B. Acceptable Manufacturers:
  - 1 Olympic Manufacturing Group Inc. New Rochelle, NY
  - 2 Simplex Nails Americus, GA
  - 3 ITW Buildex Itasca IL
  - 4 Approved equal
- C. Length: As recommended by manufacturer.

**3. PART 3 - EXECUTION****3.1. CARPENTRY**

- A. When preservative treated wood is cut, the cut end shall be treated in accordance with AWPA Specification M4.
- B. Lumber shall be accurately cut to the work requirements and shall be well fastened.
- C. Required elevation and alignment may be achieved by replacement, bracing, and or scab attachment.

\*\*\* END SECTION 06100 \*\*\*

## SECTION 06110

## WOOD DECKING

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
  - 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. SUMMARY:**

- A. This portion of the specification sets forth the general requirements, including the quality and type of materials required for the installation of all lumber used for wood curbs, nailing strips, miscellaneous blocking material, unexposed fillers, fascias, edging strips, etc.
- B. APPLICABLE ROOF SECTIONS:
  - 1 Roof Areas to be covered under this section: All

**1.3. STORAGE:**

- A. All material specified herein shall be stored (after delivery to the site) so that it will be fully protected from damage and weather, and shall be piled to prevent warpage. All lumber shall be fully protected to maintain the original required moisture content as specified in item titled "Moisture Content".

**1.4. OTHER REQUIREMENTS:**

- A. Dimensions indicated on the drawings are nominal dimensions (except where details show actual sizes) and shall be subject to the standard reductions required for surfacing or tolerances permitted by the grading rules. Unless otherwise indicated on drawings, all material shall be S4S (surfaced four sides).

**1.5. PROTECTION:**

- A. All finished work shall be adequately protected against damage from any source.

**1.6. COORDINATION:**

- A. Carpenters shall coordinate their work with that of the other trades so that progress continues without interruption.

**2. PART 2 - PRODUCTS****2.1. WOOD DECK TYPE AND GRADE: GRADING RULES, GRADES, AND SPECIES**

- A. Plywood or OSB, Exterior grade, as recommended by APA-The Engineered Wood Association.
- B. Thickness:
  - 1 Sectional replacement of defective: Match existing

**2.2. WOOD TO WOOD FASTENERS:**

- A. Type: Galvanized, common, annular ring nail. Length: Sufficient to penetrate underlay blocking 1-1/4 inches.
- B. Acceptable Manufacturers:
  - 1 Olympic Manufacturing Group Inc. New Rochelle, NY
  - 2 Simplex Nails Americus, GA
  - 3 ITW Buildex Itasca IL
  - 4 Approved equal

**3. PART 3 - EXECUTION****3.1. WOOD DECKING**

- A. Roof planes designated for deck replacement and sections where defective wood decking is discovered:
  - 1 Remove existing deck to the rafters.
  - 2 Adjust height and alignment of rafters to cause a maximum variation in alignment of 1/4".
  - 3 Replace with specified materials and fasten into place with specified fasteners.
  - 4 End joints of the wood panels should be staggered and supported by framing members.
  - 5 The unsupported, long dimensions of the panel edges are recommended to be confined with supporting "H" or other approved clips.
  - 6 As recommended by APA, proper spacing or gapping must be provided when installing wood panel decking, thus **allowing for expansion**.

\* \* \* END OF SECTION 06110 \* \* \*

## SECTION 07610

## ASPHALT SHINGLES

**1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to:
  - 1 The balance of the project manual.
  - 2 Diagrams
  - 3 Detail drawings
  - 4 Misc attached forms.
  - 5 New Vendor packet
  - 6 Draft of Peach County construction contract.
  - 7 Addendum(s)

**1.2. SUMMARY**

- A. Section Includes:
  - 1 Asphalt shingles.
  - 2 Underlayment.

**1.3. DEFINITION**

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

**1.4. QUALITY ASSURANCE**

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain ridge and hip cap shingles felt underlayment and self-adhering sheet underlayment from single source from single manufacturer.
- C. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- D. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

**1.5. DELIVERY, STORAGE, AND HANDLING**

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.
- B. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- C. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

**1.6. PROJECT CONDITIONS**

- A. Environmental Limitations: Do not deliver or install asphalt shingles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- B. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

**2. PRODUCTS****2.1. GLASS-FIBER-REINFORCED ASPHALT SHINGLES**

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing. Subject to compliance with requirements, provide "Timberline", by GAF Materials Corporation, or equal, owner chooses surface color from from all available stock colors.
- B. Hip and Ridge Shingles: Utilize Hip and Ride units manufactured for use on hip and ridge. Do not form hip and ridge shingles by altering field shingles.

**2.2. UNDERLAYMENT MATERIALS**

- A. Felt: ASTM D 4869, Type II, asphalt-saturated organic felts, nonperforated.
- B. Self-Adhering Sheet Underlayment, Polyethylene Faced: ASTM D 1970, minimum of 40-mil- (1.0-mm-) thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold applied.

**2.3. ACCESSORIES**

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to extend at least 1/8 inch (3 mm) through sheathing.
  - 1 Use nails approved by the manufacturer.
  - 2 Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

**2.4. METAL FLASHING AND TRIM**

- A. Factory finished aluminum, .032 gauge, owner chooses color from stock.
- B. Fabricate sheet metal flashing and trim to comply with drawings and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches (100 mm) from pipe onto roof.



### 3. EXECUTION

#### 3.1. EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1 Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  - 2 Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2. UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 2 inches (50 mm) over underlying course. Lap ends a minimum of 4 inches (100 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with felt underlayment nails. Terminate felt underlayment flush against sidewalls, curbs, chimneys, and other roof projections.
- C. Install fasteners at no more than 36 inch (900 mm) o.c.
- D. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated below, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.
  - 1 Eaves: Extend from edges of eaves 36 inches (900 mm).
  - 2 Rakes: Extend from edges of rake 36 inches (900 mm).
  - 3 Valleys: Extend from lowest to highest point 18 inches (450 mm) on each side.
  - 4 Hips: Extend 18 inches (450 mm) on each side.
  - 5 Ridges: Extend 18 inches (452mm) on each side.
  - 6 Sidewalls: Extend beyond sidewall 18 inches (450 mm), and return vertically against sidewall not less than 4 inches (100 mm).
  - 7 Other Roof-Penetrating Elements: Extend beyond penetrating elements 18 inches (450 mm), and return vertically against penetrating element not less than 4 inches (100 mm).
  - 8 Roof Slope Transitions: Extend 18 inches (450 mm) on each roof slope.
  - 9 Large Louvered Metal Ventilators: From curb to roof ridge.

#### 3.3. METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
- B. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

- C. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- D. Step Flashings: Install with a headlap of 2 inches (50 mm) and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- E. Backer Flashings: Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- F. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.
- G. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

### 3.4. ASPHALT SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle starter with self-sealing strip face up at roof edge.
- C. Extend asphalt shingles 1/2 inch (13 mm) over fasciae at eaves and rakes.
- D. Install starter strip along rake edge.
- E. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- F. Fasten asphalt shingle strips with roofing nails located according to manufacturer's written instructions.
  - 1 Where roof slope exceeds 20:12, seal asphalt shingles with asphalt roofing cement spots after fastening with additional roofing nails if required by manufacturer's written instructions.
  - 2 Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
- G. Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches (300 mm) beyond center of valley. Use one-piece shingle strips without joints in valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches (50 mm) short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
  - 1 Do not nail asphalt shingles within 6 inches (150 mm) of valley center.
  - 2 Set trimmed, concealed-corner asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.
- H. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

\* \* \* END OF SECTION 07610 \* \* \*

## SECTION 09813

## BID FORM

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

TO: Peach County Purchasing Department  
 Attention: Clarice Davis  
 Purchasing Manager, Peach County  
 ATTN: RFB #16-006  
 213 Persons St.  
 Fort Valley, GA 31030

For: RFB NO. 16-006; REPLACEMENT OF VARIOUS ROOFING AT NORTH PEACH PARK AND  
 SOUTH PEACH PARK PROJECT NO 15PCG003RR060

From:

--

The undersigned hereby proposes to furnish **labor and materials** necessary for re-roofing in full compliance with these contract documents.

The undersigned, as bidder, declares; that the parties in this contract bid as principals are named herein; that this bid is made without collusion with any other person, firm or corporation; that no officer or agent of the Owner is directly or indirectly interested in this bid; that he has carefully examined the location of the proposed work, the project manual and other Contract Documents therein referred to; and he proposes and agrees that if the bid is accepted, he will contract with the Owner to construct completely, in the manner and time prescribed, the items proposed, including all work incidental to such items as well as those in all addenda issued prior to the date of opening of bids, according to the project manual, and that he will accept in full payment therefore the following sums:

Description	Alphanumeric <i>(i.e.: nine thousand, two hundred, fifty)</i>	Numeric Quote <i>(i.e. :\$9,250.00)</i>
<b>BASE</b>		\$
<b>TABLE OF MISC UNIT COSTS</b>		
Deck replacement	per square foot	\$
Wood framing	per board foot	\$
Additional self adhering sheet underlayment,	per square foot.	\$
Fascia replacement, painted to match	per linear foot.	\$

Contractor Owner / Officer \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State Zip \_\_\_\_\_

(AFFIX CORPORATE SEAL)

The bidder hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\*\*\* END OF SECTION 09813 - BID FORM \*\*\*

**REQUIRED DOCUMENTATION:** All applicable forms below must be filled out completely and properly executed. Any bid submitted without the following documentation may be disqualified as unresponsive.

**CERTIFICATION BY CONTRACTOR****Regarding: NON-SEGREGATED FACILITIES**

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

---

**Contractor (Print)**


---

 (Signature)

---

 Name of Signer (Print)

---

 Title of Signer

---

 Date

**CERTIFICATION BY CONTRACTOR**

**Regarding: Drug-Free Workplace Act**

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

\_\_\_\_\_  
Contractor (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of \_\_\_\_\_ ), County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title



**CONFLICT OF INTEREST CERTIFICATION**

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of Peach County employees.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

*The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.*

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Revised August 2014

**Form W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

---

Name (as shown on your income tax return)

---

Business name/disregarded entity name, if different from above

---

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

---

Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

---

City, state, and ZIP code

---

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number  
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC  
My Commission Expires:

Revised August 2014

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(4 6 digit number can be found on MOU)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of \_\_\_\_\_ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

\_\_\_\_\_  
Type of secure and verifiable document provided  
*(Attach copy i.e., driver's license, passport etc.)*

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Revised August 2014

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of \_\_\_\_\_ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* This affidavit is for submissions made on or after to July 1, 2013.

\_\_\_\_\_  
Revised August 2014

### Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

*Issued August 1, 2012 by the Office of the Attorney General Georgia*

The Illegal Immigration Reform and Enforcement Act of 2011 (“IIREA”) provides that “[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law’s website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General.” O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver’s license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver’s license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]



**REQUIRED DOCUMENTATION:** All applicable forms below must be filled out completely and properly executed. Any bid submitted without the following documentation may be disqualified as unresponsive.

**CERTIFICATION BY CONTRACTOR****Regarding: NON-SEGREGATED FACILITIES**

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

---

**Contractor (Print)**


---

 (Signature)

---

 Name of Signer (Print)

---

 Title of Signer

---

 Date

**CERTIFICATION BY CONTRACTOR**

**Regarding: Drug-Free Workplace Act**

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

\_\_\_\_\_  
Contractor (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of \_\_\_\_\_ ), County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title

**CONFLICT OF INTEREST CERTIFICATION**

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of Peach County employees.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

*The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.*

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Revised August 2014

**Form W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

---

Name (as shown on your income tax return)

---

Business name/disregarded entity name, if different from above

---

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

---

Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

---

City, state, and ZIP code

---

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For Individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number  
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC  
My Commission Expires:

Revised August 2014



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(4 6 digit number can be found on MOU)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of \_\_\_\_\_ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

\_\_\_\_\_  
Type of secure and verifiable document provided  
*(Attach copy i.e., driver's license, passport etc.)*

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Revised August 2014

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of \_\_\_\_\_ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* This affidavit is for submissions made on or after to July 1, 2013.

\_\_\_\_\_  
Revised August 2014

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Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

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- A driver’s license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
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- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
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- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]



## **PROJECT DIAGRAMS**

### **RFB NO. 16-006; REPLACEMENT OF VARIOUS ROOFING AT NORTH PEACH PARK AND SOUTH PEACH PARK**

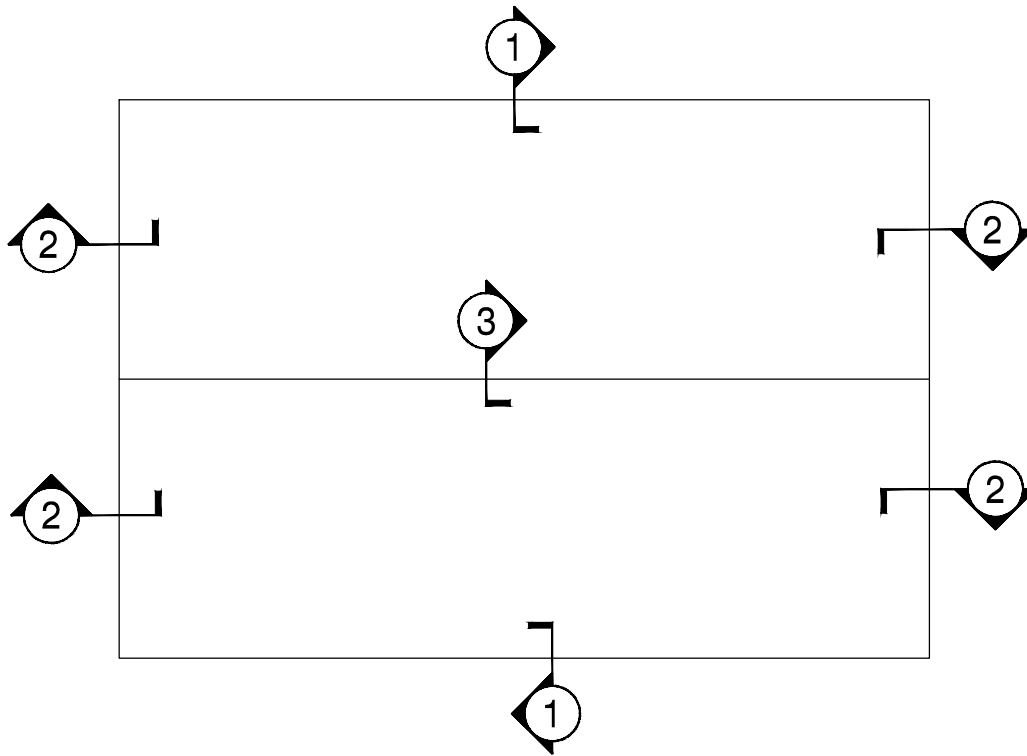
**PEACH COUNTY BOARD OF COMMISSIONERS.**

**07 MAY 2016**

**ISSUED FOR:**

- PRELIMINARY (NOT FOR CONSTRUCTION)**
- BIDDING AND CONSTRUCTION (100%)**

**PROJ 15PCG003RR060**



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 1**  
**NORTH PARK PAVILION 1**

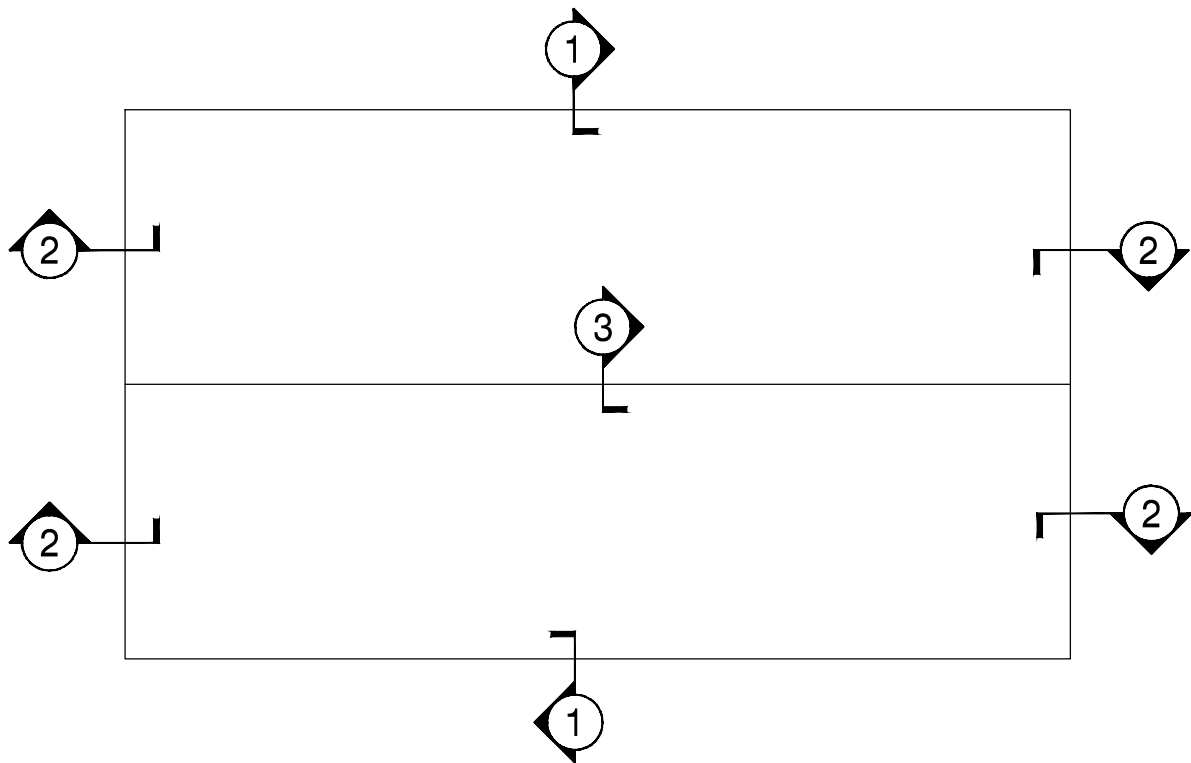
PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE



KEY PLANS	DIAGRAMS
8	5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 2**  
**NORTH PARK PAVILION 2**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

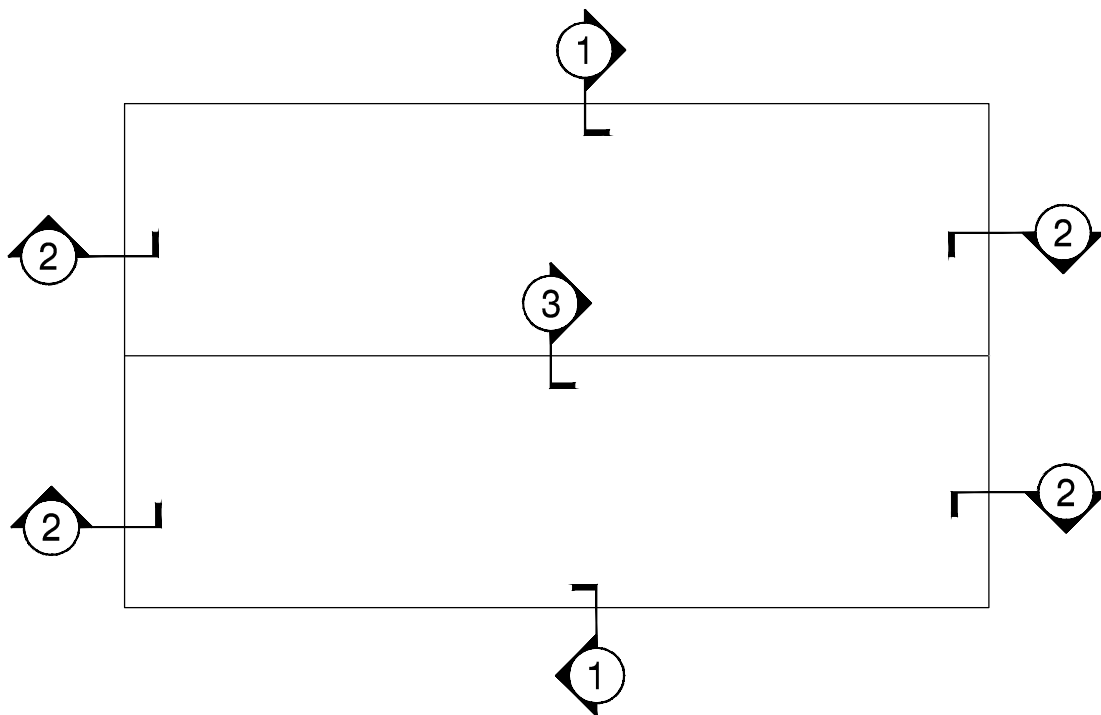


KEY PLANS

8

DIAGRAMS

5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 3**  
**NORTH PARK PAVILION 3**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE



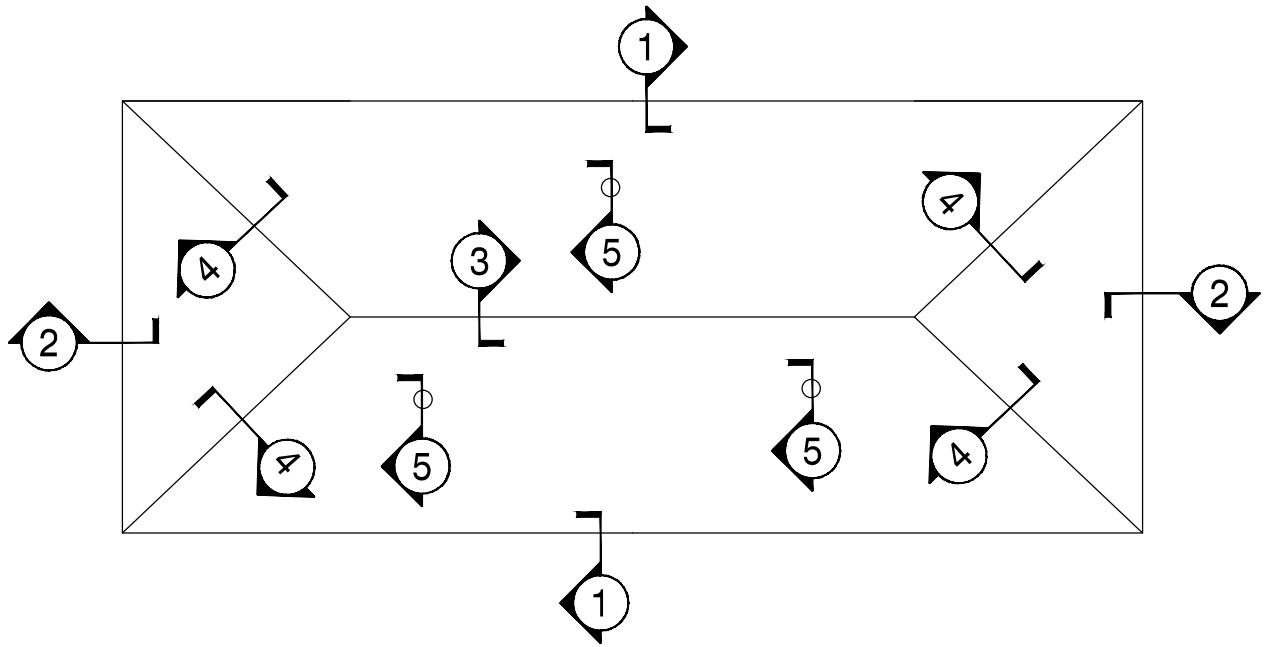
KEY PLANS

8

DIAGRAMS

5





Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 4**  
**NORTH PARK SOCCER FIELD RESTROOM**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

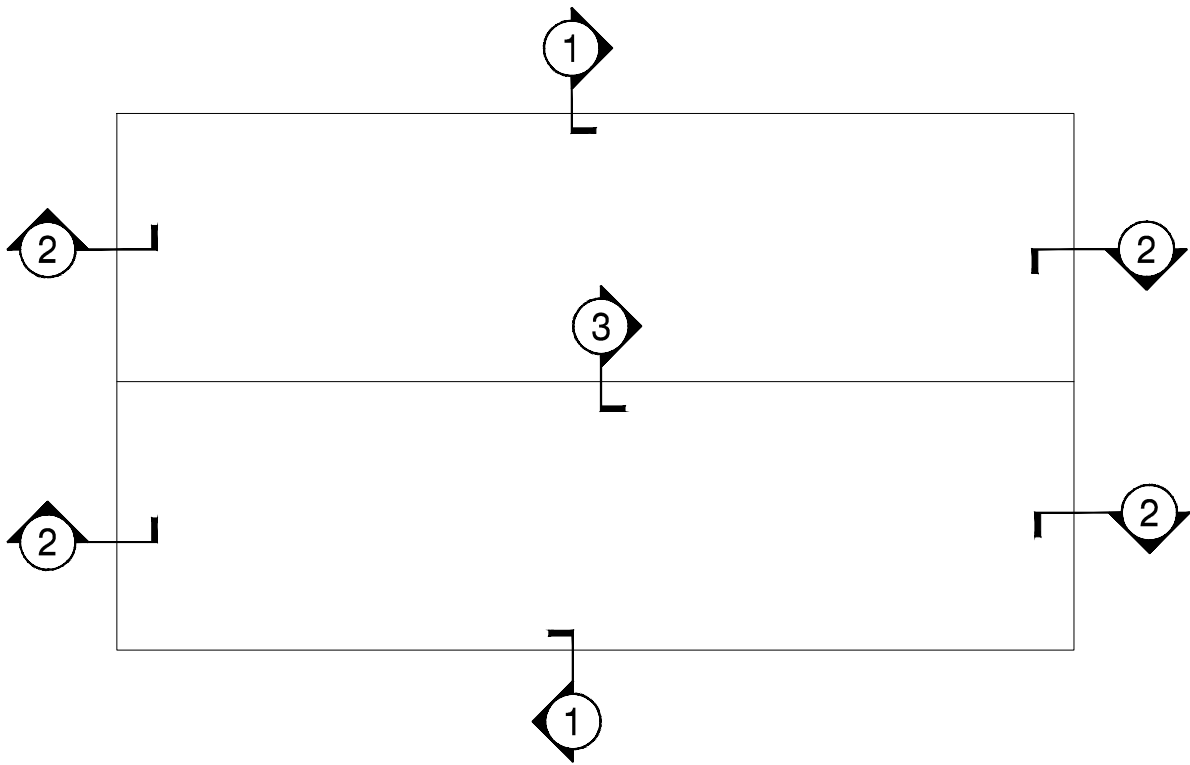


KEY PLANS

8

DIAGRAMS

5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 5**  
**SOUTH PARK PAVILION 1**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

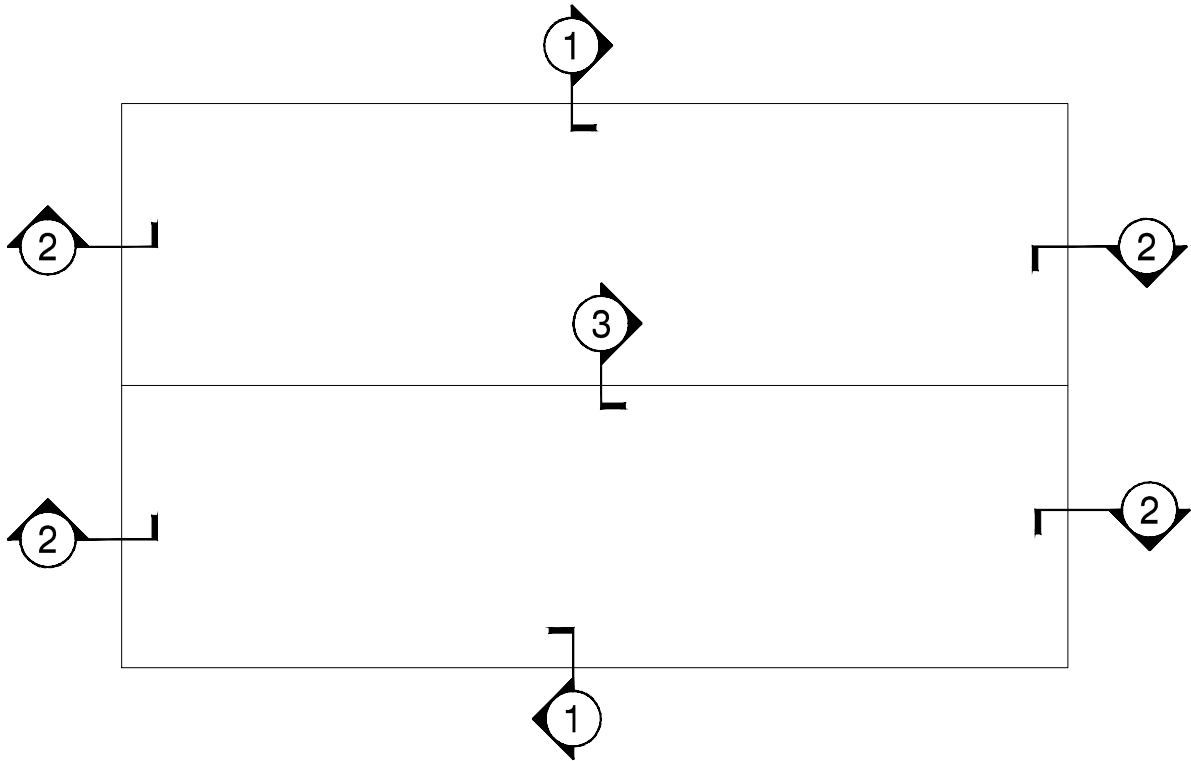


KEY PLANS

8

DIAGRAMS

5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 6**  
**SOUTH PARK PAVILION 2**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

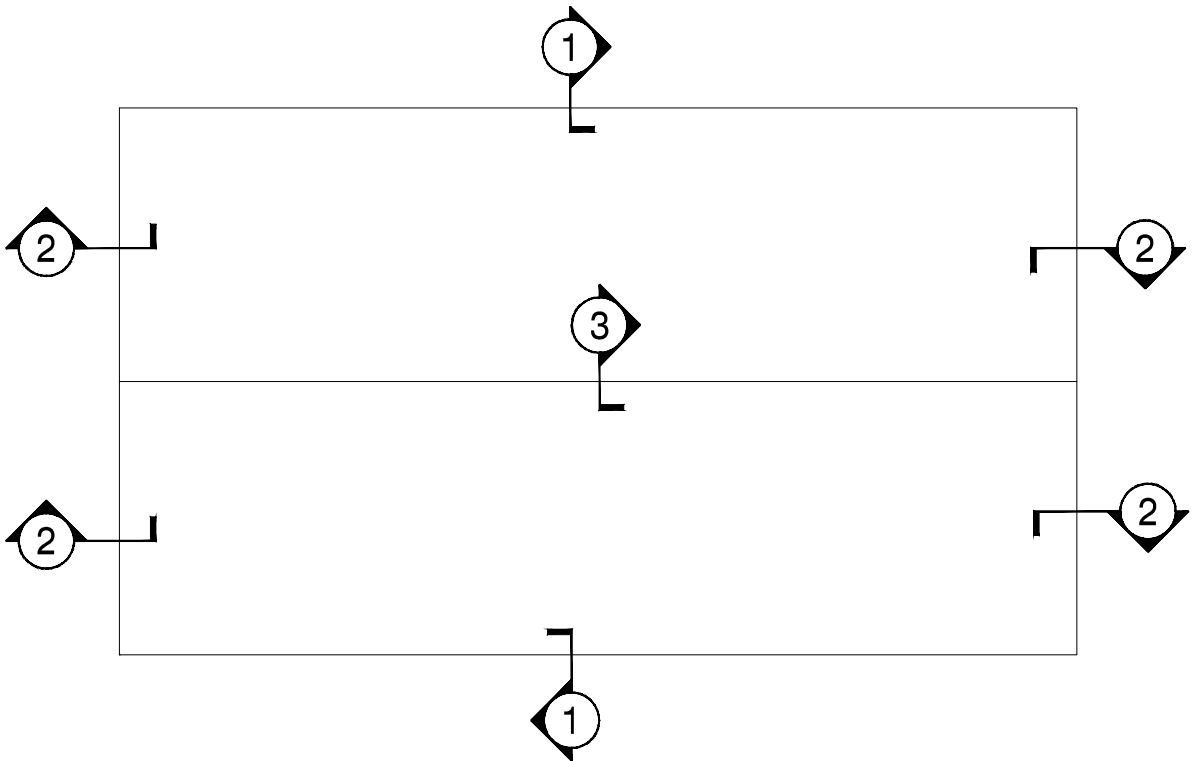


KEY PLANS

8

DIAGRAMS

5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 7**  
**SOUTH PARK PAVILION 3**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

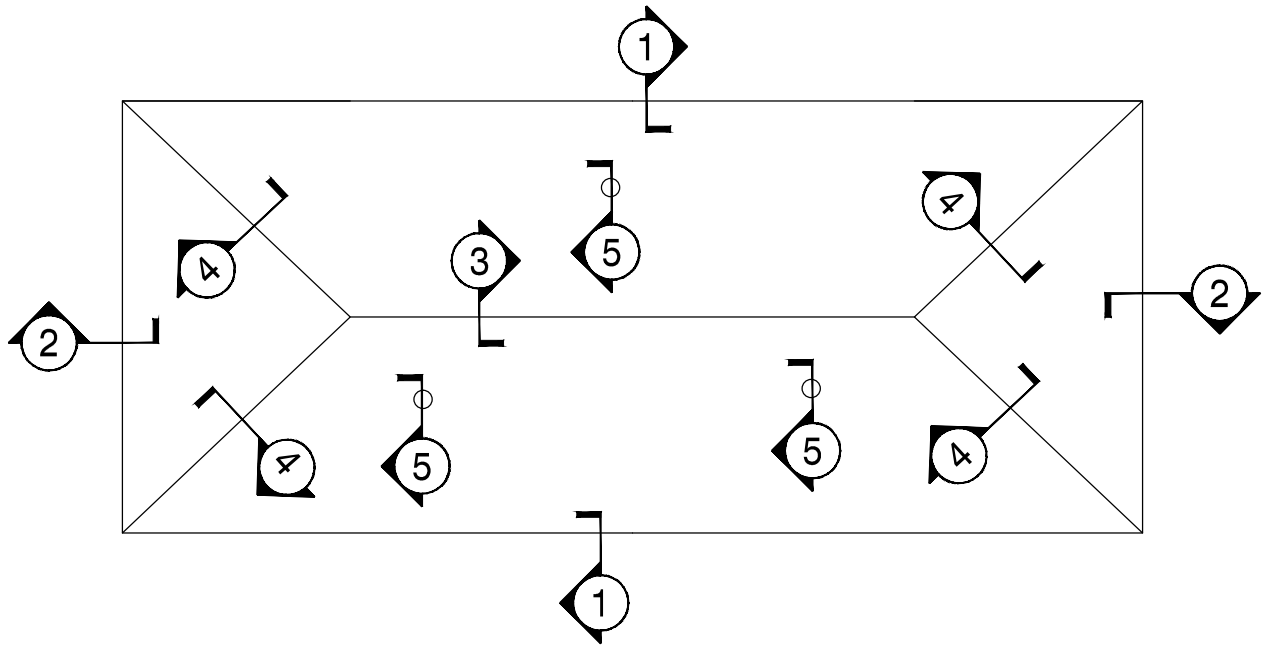


KEY PLANS

DIAGRAMS

8

5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**KEY PLAN # 8**  
**SOUTH PARK TENNIS COURTS RESTROOM**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

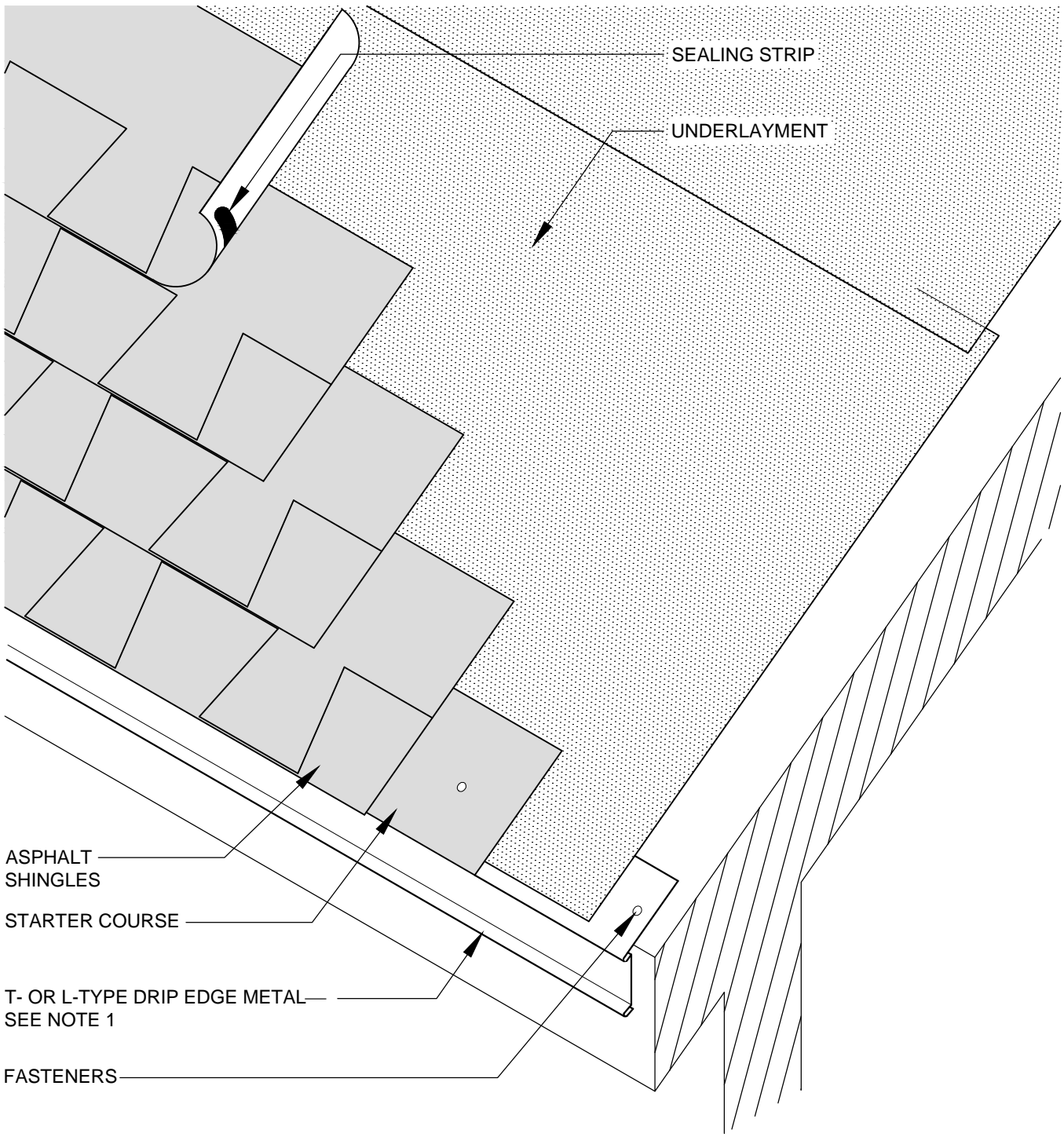


KEY PLANS

8

DIAGRAMS

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SEALING STRIP

UNDERLAYMENT

ASPHALT SHINGLES

STARTER COURSE

T- OR L-TYPE DRIP EDGE METAL  
SEE NOTE 1

FASTENERS

Replacement of Various Roofing at  
North Peach Park and South Peach Park

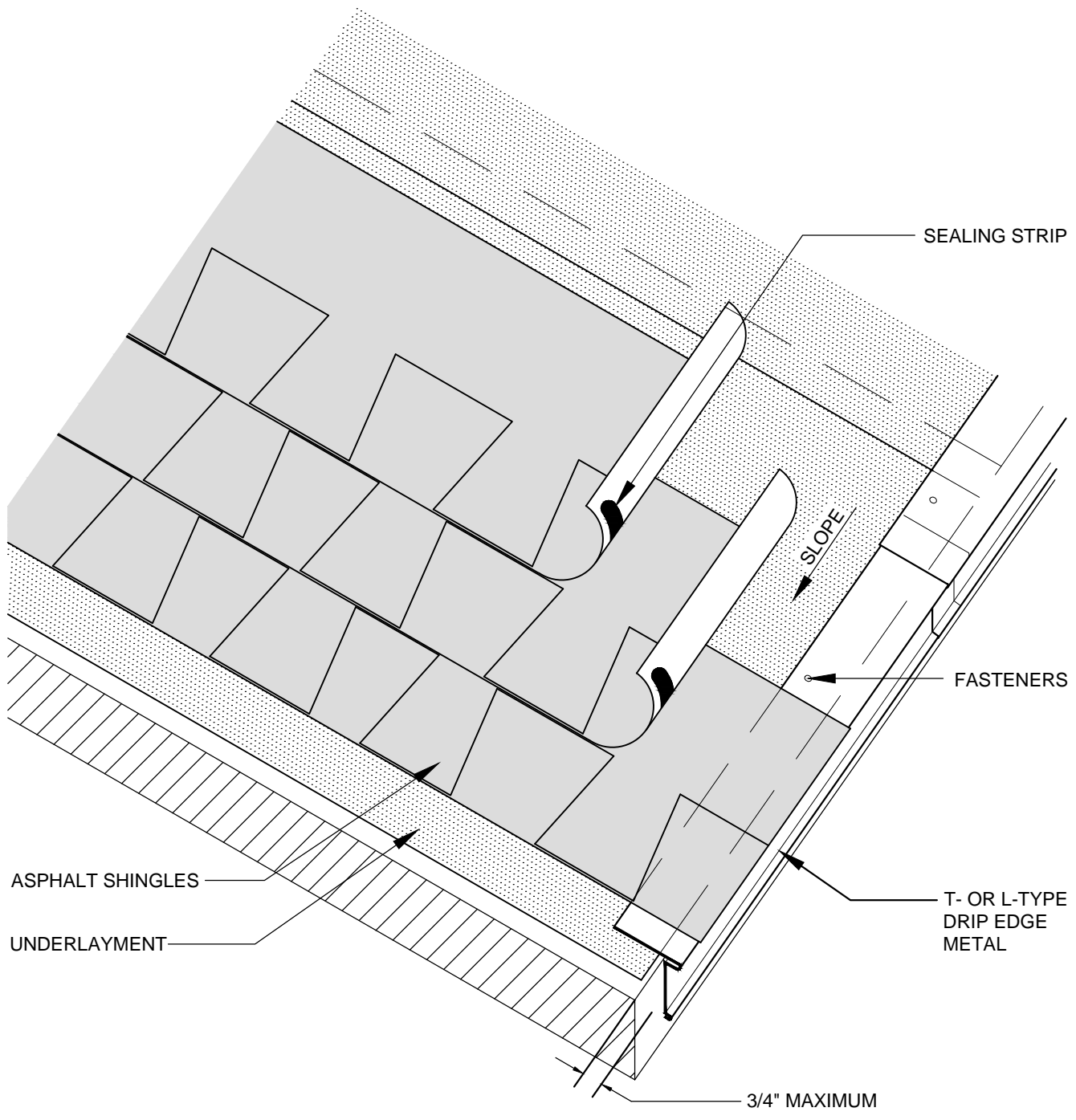
**DIAGRAM 1**  
**TYPICAL EAVE DETAIL**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

		KEY PLANS
8		5



Replacement of Various Roofing at  
North Peach Park and South Peach Park

**DIAGRAM 2**  
**TYPICAL RAKE DETAIL**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE



KEY PLANS

DIAGRAMS

8

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FASTENERS SHOULD BE LONG ENOUGH TO PENETRATE THROUGH ALL LAYERS OF ROOFING MATERIALS AND INTO DECK

RIDGE SHINGLES

SEALING STRIPS

UNDERLAYMENT WRAPPED OVER RIDGE

ASPHALT SHINGLES

UNDERLAYMENT

Replacement of Various Roofing at  
North Peach Park and South Peach Park

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

**DIAGRAM 3**  
**TYPICAL NON-VENTED RIDGE DETAIL**



KEY PLANS

DIAGRAMS

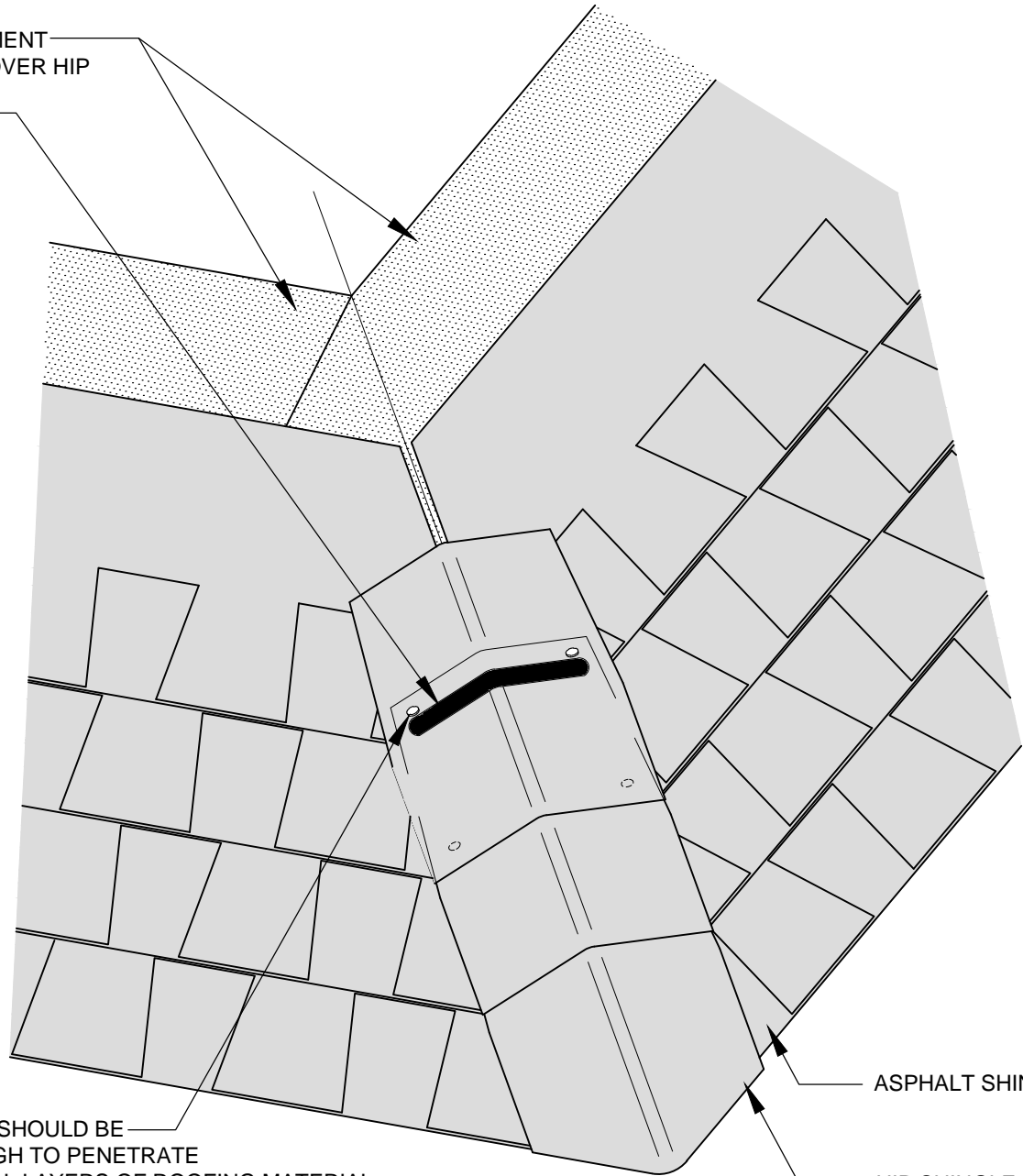
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UNDERLAYMENT  
WRAPPED OVER HIP

SEALING  
STRIPS



FASTENERS SHOULD BE  
LONG ENOUGH TO PENETRATE  
THROUGH ALL LAYERS OF ROOFING MATERIAL  
AND INTO THE DECK

ASPHALT SHINGLES

HIP SHINGLE

Replacement of Various Roofing at  
North Peach Park and South Peach Park

**DIAGRAM 4**  
**TYPICAL HIP DETAIL**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

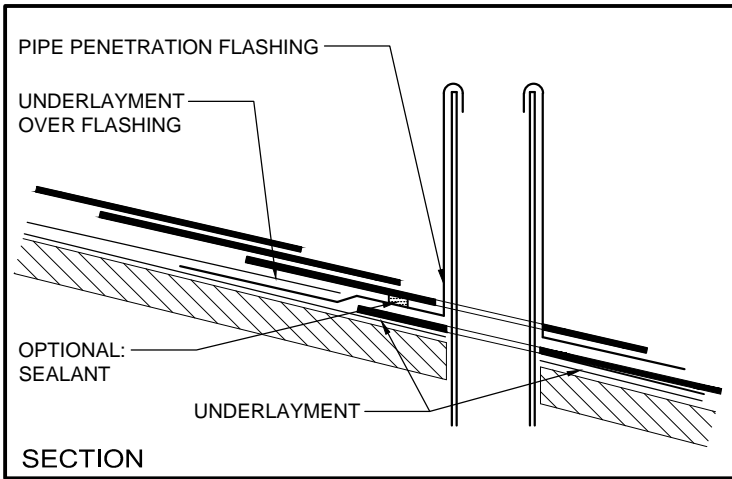


KEY PLANS

DIAGRAMS

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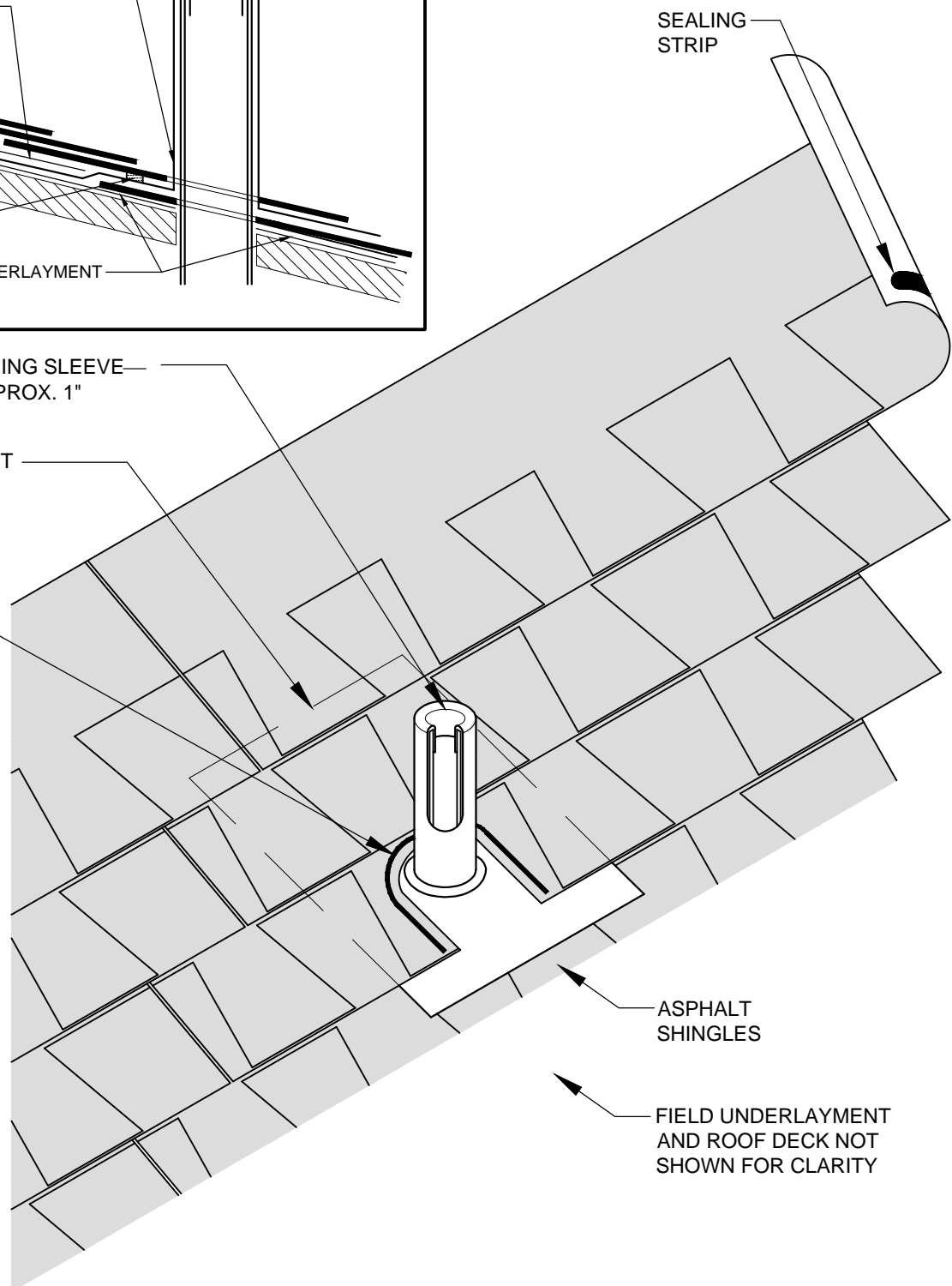


SEALING STRIP

SOFT-METAL FLASHING SLEEVE—  
ROLL INTO PIPE APPROX. 1"

LAP UNDERLAYMENT  
OVER FLASHING

OPTIONAL:  
SEALANT UNDER  
SHINGLES



ASPHALT  
SHINGLES

FIELD UNDERLAYMENT  
AND ROOF DECK NOT  
SHOWN FOR CLARITY

Replacement of Various Roofing at  
North Peach Park and South Peach Park

**DIAGRAM 5**  
**TYPICAL VENT PIPE PENETRATION DETAIL**

PROJECT #:  
15PCG003RR060

DATE:  
9 MAY 2016

SCALE:  
NOT TO SCALE

KEY PLANS	DIAGRAMS
8	5



## **DRAFT CONTRACT**

**RFB NO. 16-006; REPLACEMENT OF VARIOUS ROOFING  
AT NORTH PEACH PARK AND SOUTH PEACH PARK**

**PEACH COUNTY BOARD OF COMMISSIONERS.**

**07 MAY 2016**

**ISSUED FOR:**

- PRELIMINARY (NOT FOR CONSTRUCTION)**
- BIDDING AND CONSTRUCTION (100%)**

**PROJ 15PCG003RR060**



# **PEACH COUNTY**

**Building Maintenance Program**

## **CONTRACT AGREEMENT**

### **PARK PAVILION and BATHROOM ROOF REPLACEMENT PROJECT**

**NORTH PEACH PARK, W. WHITE ROAD, BYRON GA**

**&**

**SOUTH PEACH PARK, MURRAY ROAD, FORT VALLEY GA**

**CONTRACT # C – 2016 - 006**

## Peach County, Georgia

### CONSTRUCTION CONTRACT

**THIS AGREEMENT** made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and [ \_\_\_\_\_ ] a contractor doing business as a corporation, authorized to do business in Georgia hereinafter called "**Contractor**".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

#### **General Scope of Work:**

**Furnish all labor, materials, and equipment for the construction of various roof rehabilitations for the following buildings:**

**A. North Peach Park, White Rd., W White Rd, Byron, GA 31008**

- 1 Pavilion 1**
- 2 Pavilion 2**
- 3 Pavilion 3**
- 4 Soccer Field Restrooms**

**B. South Peach Park, 200 Murray Rd, Fort Valley, GA 31030**

- 1 Pavilion 1**
- 2 Pavilion 2**
- 3 Pavilion 3**
- 4 Tennis Court Restrooms**

**The Contractor shall protect all utilities impacted by construction, and coordinate all utility construction with the respective utility owners. Prior to being released for construction, the Contractor shall submit a plan to the County for review and approval that ensures protection of existing utilities.**

DRAFT



**IN WITNESS WHEREOF**, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PEACH COUNTY, GEORGIA**

ATTEST: By: (Seal)

---

Melvin Walker  
Chairman, Board of Commissioners

**CONTRACTOR**

ATTEST: By: (Seal)

---

Authorized Signer Name and Title (print)

---

Authorized Signer signature



**PRIME CONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)

**SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_

\_\_\_\_\_ (Seal)

## INSTRUCTIONS

### Instructions for Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

This certification applies to all subcontractors, material suppliers, vendors and other lower tier participants and shall be completed by them and included in the **Bid** Proposal.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Debarment Certificate above.
2. The certification, Debarment, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or Agency may pursue available remedies, including suspension and/or debarment.

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**FINAL AFFIDAVIT**

(Must be Executed and Submitted Prior to Final Payment)

TO: PEACH COUNTY, GEORGIA

I, \_\_\_\_\_ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ (Contractor) or any of his subcontractors in connection with the written agreement dated, \_\_\_\_\_ 2016, entered into a Contract with County for Construction of \_\_\_\_\_ [project] in PEACH COUNTY have been paid and satisfied in full as of, this \_\_\_\_\_ day of, \_\_\_\_\_ 2016 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

\_\_\_\_\_ (Contractor authorized person) Personally appeared before me this this \_\_\_\_\_ day of, \_\_\_\_\_ 2016, who under oath deposes and says that he is of the firm of \_\_\_\_\_ (Contractor) that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

DRAFT

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**1.0 DEFINITIONS**

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which the COUNTY executes and enters into an Agreement with the CONTRACTOR to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provisions herein, payable to the CONTRACTOR under this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

COUNTY - means Peach County, Georgia, a political subdivision of the State of Georgia.

DIRECTOR - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY'S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to the CONTRACTOR signed by COUNTY and accepted by the CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by the CONTRACTOR under this Agreement.



**2.0 CONTRACT DOCUMENTS****2.1 List of Documents**

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

**2.2 Conflict and Precedence**

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/bid
6. Specifications
7. Drawings

**3.0 COVENANTS AGAINST CONTINGENT FEES**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**4.0 INSURANCE**

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$1,000,000.

**GENERAL CONDITIONS**

A. **WORKERS COMPENSATION** - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 100,000 each accident/ \$ 500,000 disease policy limit/ \$ 100,000 disease - each employee.

B. **COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. **BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. **HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY's Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist

with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY's Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

**THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.**

#### **5.0 PROHIBITED INTERESTS**

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **6.0 INDEMNIFICATION**

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

#### **7.0 INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

#### **8.0 SUBCONTRACTING**

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY's prior written approval of the subcontractor(s). The COUNTY will not

approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

**9.0 ASSIGNABILITY**

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

**10.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

**11.0 ANTI-KICKBACK CLAUSE**

Salaries of employees, equipment operators, superintendents, technicians, or professionals performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES**

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

### **13.0 PERSONNEL AND EQUIPMENT**

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

### **14.0 CHANGES AND EXTRA WORK**

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

### **15.0 AUDITS AND INSPECTORS**

The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and

used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

#### **16.0 CONTRACTOR COORDINATION**

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Stormwater Division General Engineering Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

#### **17.0 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3.0 above.

#### **18.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Paul Schwindler, P.E., Director  
Peach County Public Works  
410 Old Macon Road  
Fort Valley, Georgia 31030

Copy to: Reggie James, Manager of Operations and Facilities  
Peach County Public Works  
410 Old Macon Road  
Fort Valley, Georgia

Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX  
 XXXXXXXXXXXX  
 XXXXXXXXXXXX  
 XXXXXXXXXXXX

#### **19.0 LIAISON**

The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR's Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

#### **20.0 DELIVERY OF DOCUMENTS**

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

#### **21.0 PROGRESS REPORTS**

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions
3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

#### **22.0 CONFERENCES AND FIELD INSPECTIONS**

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the

work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

### **23.0 RIGHT TO ENTRY**

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

### **24.0 UTILITY COORDINATION**

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

### **25.0 REVIEW OF WORK**

Authorized representatives of the COUNTY may at all reasonable times review and inspect the Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY's request in this regard.

### **26.0 SUPERVISION AND CONTROL**

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY or an appointed



representative as the COUNTY may deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

**27.0 TERMINATION OF AGREEMENT FOR CAUSE**

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

**38.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

The COUNTY may terminate this Agreement for its convenience at any time by a notice in writing to the CONTRACTOR. If the Agreement is terminated by the COUNTY as provided in this Article, the CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

**End of Section**