

**Request for Sealed Bid No. 16-004**  
**PEACH COUNTY**  
**GEORGIA**  
**New Carpet Installation**  
**Thomas Public Library and Byron Public Library**

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**PURPOSE:**

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written bids from qualified companies to install new carpet of two locations at Thomas Public Library 309 Martin Luther King Jr. Drive Fort Valley, Georgia and the Byron Public Library 105 Church Street Byron, Georgia 31008. Sealed bids will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until July 11, 2016, 2:00 p.m. local time. Bids shall be opened in public without discussion at the Board of Commissioners' meeting room, 213 Persons Street, Fort Valley, GA at 2:15 p.m., July 11, 2016, to verify completeness. Bid price amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

**INTENT:**

The Peach County Board of Commissioners intends to award a contract to one who has extensive experience in this field. Peach County strongly encourages creative approaches. The Bids will be evaluated on:

- Unit Costs
- Delivery Schedule and Installation Schedule
- Past work history with Peach County
- Similar Work
- Warranties on Labor and Materials/Equipment
- Peach County Business Location

**ADDITIONAL INFORMATION / ADDENDA**

The County reserves the right to amend this Request for Bid (RFB). Any changes to the RFB will be communicated via Peach County web site. It is the contractor's responsibility to check for any addendum issued for this RFB prior to submitting the bid.

In the event additional information is required, all inquiries must be submitted in writing to Clarice Davis, 213 Persons Street, Fort Valley, GA 31030, by fax at (478) 825-2678, or via email at Clarice-davis@peachcounty.net.

All questions must be received three business (3) days prior to the RFB closing to allow ample time to post any addendum or changes if necessary.

The County will recognize only communications which are in writing. 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.

Pre-Bid Meeting: A pre-bid meeting will be conducted on Thursday, July 7, 2016, at 10:00 a.m. at the Thomas Public Library Fort Valley, Georgia. **Attendance at the pre-bid meeting is not required to submit a bid, but is recommended.**

### **BID SUBMITTAL**

Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual). All expenses for making this bid to Peach County are to be borne by the Contractor. Peach County reserves the right to retain all bids submitted and to use any ideas in a bid, regardless of whether that bid is selected.

**One (1) original bid and Three (3) copies of your bid shall be submitted in one sealed package**, clearly marked on the outside "RFB 16-004 New Carpet Installation, Thomas Public Library and Byron Public Library and addressed to:

Peach County Board of Commissioners  
Attn: Clarice Davis  
213 Persons Street  
Fort Valley, Georgia 31030

All terms submitted in this Bid shall remain valid for a period of not less than Thirty (30) days from the date of the RFB opening.

Failure to submit any required data item or inaccurate responses may be cause for rejection.

**ORGANIZATION AND HISTORY: Failure to include any information may be ample cause for rejection of the bid as non-responsive.**

1. Please provide the name, title, address, telephone number. E-mail address, and fax number of the individual(s) responsible for responding to this bid.
2. Summarize or outline any work performed for Peach County and throughout Middle Georgia.

### **SCHEDULE AND REFERENCES:**

1. Provide a detailed schedule showing each task and then number of days to complete each task, and the total number of days that the project will take to complete at each library facility. Assume the libraries will be closed to the public during construction.
2. Provide a list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number

### **SCOPE OF WORK**

The bid shall meet all requirements set forth in the specifications section of this RFB to replace all carpet at Thomas Public Library 309 Martin Luther King Jr. Drive Fort Valley, Georgia & Byron Public Library 105 Church Street Byron, Georgia 31008. The Scope of Work will include, but not be limited to:

- A. All field layouts
- B. Furnishing all equipment, labor, and materials to remove existing carpet, wall base and transitions and replace with new existing carpet tiles wall base, and transitions.
- C. Moving and replacing to the original location and condition all furniture and fixtures required to be moved for proper carpet, transition and wall base installation

D. Furnishing all extra materials as specified,

### **INSURANCE REQUIREMENTS**

The Contractor shall be responsible for their 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. The Contractor shall, during the continuance of all work under the Contract, provide the following:

A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, 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.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, 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.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, 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 of automobiles or vehicles.

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 dates. 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.

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.

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

## 1. SPECIFICATIONS:

### 1.0 GENERAL:

#### 1.01

1.02 All bids must make provision to meet or exceed the requirements contained herein for:

- A. Removal and proper disposal of the existing carpet, padding, cove base and any related items needed to properly replace both facilities with all new carpet.
- B. Installation of new carpet tile at Thomas Public Library (Fort Valley) & Byron Public Library (Byron) locations
- C. Installation of new resilient cove base, and all accessories, as needed and required for proper carpet tile installation at Thomas Public Library (Fort Valley) & Byron Public Library (Byron) locations
- D. Vendor must rely on their own measurements and drawings and calculated quantities
- E. Vendors must comply with manufacturers recommendations and requirements for floor preparation and carpet installation
- F. Furnish extra materials that match products installed that are packaged with protective covering for storage and identified with labels describing contents.
- G. Furnish and install all hardware necessary for proper installation

#### 1.03 SUBSTITUTIONS:

- A. Requests for product substitutions shall be submitted and approved by the County's representative 5 days prior to bid date. No substitutions will be considered after this date.
- B. Approved substitutions will be acknowledged in an addendum issued prior to bid date.
- C. Consideration will be given to only those submittals containing samples, product specifications in the format used herein, and certified test reports to compliance with this section.
- C. Samples shall be accompanied by the manufacturer's certification on company letterhead, certifying equal qualification with every requirement as specified herein and signed by an officer of the company.

#### 1.04 REFERENCES

- A. FS DDD-C-0095 Carpet and Rugs, Wool, Nylon, Acrylic, Modacrylic, Polyester, Polypropylene.
- B. American Standards Testing Methods (ASTM).
- C. American Association of Textile Chemists and Colorists (AATCC).

#### 1.05 SUBMITTALS

- A. Submittals shall be made in compliance with General and Supplementary Conditions.
- B. Manufacturer's Certification: Show compliance to required codes and traffic ratings for the intended applications.
- C. Shop Drawings:
- D. Samples:
  - 1. Minimum, Full sized samples of proposed carpet tiles.
  - 2. Minimum 12" sample of each type of exposed edge strip, transition, or accessory items
  - 3. All samples shall be of finished material proposed for use.

4. Label each Sample with manufacturer's name, material description, color, and pattern.
- E. Maintenance Instructions:
  1. Include maintenance recommendation for extraction frequency and suggested schedule for spot cleaning.
  2. List materials, substances, and other items which will affect finishes and performance
- F. Test Reports
  1. Required
    - a. ASTM-E Radiant Panel
    - b. NFPA-258 or ASTM-E-662 Smoke Density
    - c. CPSC-FF-1-70 or ASTM-D-2859 Flammability
    - d. AATCC-16-E Lightfastness
    - e. AATCC-165 Crocking
    - f. AATCC-134 Electrostatic Propensity
    - g. Aachen Test DIN STD 54318 Dimensional Stability
  2. Other Tests Which May be Required
    - a. Tuft Bind – ASTM-D-1335 for loop pile 10 pounds or more, not necessary for cut pile products.
    - b. Wetfastness – AATCC-107 for measuring shade change under specific conditions. Acceptable rating no worse than 3 on the grey scale.
    - c. Electrical Resistance – OHM Test – Acceptable range is a minimum of 15 megohms to a maximum of 20,000 megohms.
  3. Antimicrobial Requirements  
Test requirements for antimicrobial carpet. Test results provided by the offeror must be from a laboratory accredited under the Commerce Department's National Voluntary Laboratory Accreditation Program (NVLAP) and must indicate compliance with requirements of the cited tests. Requirements: EPA Registration Number, Washing Requirement (AATCC Test Method 138), Antibacterial Activity Test AATCC 174, Part 1 (qualitative) or Part II (quantitative), and the Antifungal Activity Test (AATCC 174, Part III.)
- G. Product Data: For each type of product.
  1. Include Manufacturers written data on physical characteristics, durability, and fade resistance
  2. Include installation recommendation for each type of substrate.

#### 1.06 QUALITY ASSURANCE

- A. Carpet manufacturer shall have been manufacturing commercial carpet tile continuously for a period of 10 years. Manufacturer shall produce a significant portfolio attesting to their expertise within the realm of County's facility description (i.e. corporate, institutional, airport, library, etc.). Secondary backing system must be applied by manufacturer and should be of a layered, composite construction. Manufacturer shall supply documented evidence that the backing system they offer has been in use by that manufacturer for a minimum of 5 years. Final determination and qualification of a manufacturer rests solely with the County's representative.
- B. Carpet backings and components shall be assembled in-house by named manufacturer.
- C. Qualifications of Installers:
  1. Contractor is experienced, as determined by Peach County, as one who specializes in the installation of work similar to that required for this project

within Middle Georgia, and meets the Manufacturer's minimum requirements for installation.

2. All work shall be done by installation firms specializing in commercial carpet and/or commercial carpet tile installation.

3. The installation firm shall only use installers certified by specified manufacturer and shall provide a letter by the local manufacturer's representative indicating compliance to this section.

4. Installer shall provide proof of not less than five (5) years experience with commercial carpet tile installation in occupied areas with demonstrated previous experience on similar projects.

D. Product Performance Testing:

1. Flame/Smoke Resistance. Class I

2. Radiant Panel Test ASTM-E-648 for burning under varying radiant energy levels. Result greater than or equal to .45 watts/sq. cm. Class I.

3. Smoke density tests NFPA 258 or ASTM-E-662 for measuring optical density of smoke generated in a radiant heat chamber, with and without flames. Result - Pass (less than 450).

E. Dimensional Stability – Aachen Test DIN-STD-54318 for determining the amount of change (expansion or shrinkage) that modular carpet experience when exposed to both dry and wet conditions. Result less than or equal to .10%.

F. Static Resistance – AATCC-134 for measuring the electrostatic propensity for the buildup of static charge in the carpet and then discharged in accordance with the test procedures. Result: Less than or equal to 3.0 KV.

G. Lightfastness – AATCC-16E- for measuring colorfastness of the product under exposure to radiant light.

H. Crocking – AATCC-165 for measuring the permanency of color under both wet and dry conditions. Result 4.0 wet or dry

I. All work, methods, equipment, materials, submittals and testing will conform to: Industry Standards

1.07 DELIVERY, STORAGE AND HANDLING

A. Carpeting shall be delivered to the job site in original boxes with each box having its register number properly attached, clearly marked as to size, dye lot, quantity, and material.

B. Material shall be stored in an enclosed and dry area provided by the contractor protected from excessive heat and cold, water, damage and soiling.

C. Material shall be stacked and stored in accordance with manufacturer's recommendations.

D. The cost of replacing any material damaged by improper handling or storage shall be borne by the contractor.

E. A record of all materials damaged in handling or storage shall be maintained and supplied to the County's representative upon request.

1.08 PROJECT CONDITIONS:

A. Floorcovering installation contractor shall visit the site and be responsible for all measurements and job conditions.

B. Before submitting bid, subcontractor and material suppliers examine these specifications, existing building and conditions. If existing vinyl tile, wood, terrazzo, carpet, or other existing floor finishes or materials are not specified to be removed, but the opinion of the subcontractor and material suppliers is that removal is necessary, the subcontractor shall notify County's Rep of these conditions in writing 5 days prior to bid date and request further instructions. If, in the opinion of the subcontractor and material suppliers it is necessary to apply floor primers or



sealers to new or existing substrates where a primer or sealer has not been specified, the subcontractor shall notify County's Rep of these conditions in writing 5 days prior to bid date and request further instructions. No additional charges will be approved for these or similar items after bid date.

#### 1.09 WARRANTY

- A. Manufacturer's Warranty: Product shall be warranted for a minimum period of 15 years from date of invoice.
- B. Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
- C. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber, and delamination. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
- D. Floor Covering Installation Contractor's Warranty: Submit a certificate guaranteeing the installation to be free of defects in workmanship for a period of two years. The certificate shall include the following statement: Installer shall at his own expense and upon written notice from the Owner or his representative, promptly correct/replace any and all improper work and material that may become apparent within two years after the date of Substantial Completion. This warranty shall be in addition to and not a limitation of other rights the owner may have against the contractor under the contract documents.
- E. Submit certificates in accordance with General and Supplementary Conditions.

#### 1.10 COUNTY'S EXTRA MATERIAL

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents for replacement use
  - 1. Carpet Tile: Full-size units equal to 5 percent of the amount installed for each type indicated but, not less than 10 sq. yd.
  - 2. Wall Base: Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of wall base installed

## 2.0 PRODUCTS:

#### 2.01 CARPET TILE

- A. Manufacturer; Basis of Design Product, Library Area, Maximum Tile Size 18"x18", Subject to compliance with requirements, Provide: TANDUS "COLOR SPECTRUM", or comparable product by one of the following manufacturers:
  - 1. Patcraft
  - 2. Mannington
  - 3. Interface
- B. Manufacturer; Basis of Design Product, Office Areas, Maximum Tile Size 18"x18", Subject to compliance with requirements, Provide TANDUS "LINU STRATA II", or comparable product by one of the following manufacturers:
  - 1. Patcraft
  - 2. Mannington
  - 3. Interface
- C. Colors and patterns shall match samples of those specified. Contractor shall provide samples to the County's representative of responsible products exceeding the technical, color and pattern specifications listed herein no later than 10 working days after the Notice to Proceed (NTP) has been issued by the County for color

and pattern selection. Unless otherwise amended, bidders are expected to comply with these specifications. Any additional approvals will be issued by an addendum prior to bid date.

D. Specification sheets shall be supplied by the carpet manufacturing and contain a minimum of the following details and meet the minimum specified requirements. Color and Pattern to Match:

**PRODUCT CONSTRUCTION**

YARN SYSTEM:

DYE METHOD:

SOIL/STAIN PROTECTION:

ANTIMICROBIAL:

**PRODUCT SPECIFICATIONS**

YARN WEIGHT:

MACHINE GAUGE:

PILE HEIGHT:

PILE THICKNESS:

TILE SIZED:

**PERFORMANCE SPECIFICATIONS**

Radiant Panel: (ASTM E - 648) Class 1

Smoke Density: (ASTM E - 662) £ 450

Lightfastness: (AATCC 16 - E) <sup>3</sup> 4.0 @ 60 AFU's

Static: (AATCC - 134) < 3.0 KV

Dimensional Stability: AACHEN Din 54318 < 0.10%

BACKING OPTIONS:

INSTALLATION METHOD:

**2.02 ACCESSORIES**

A. Sub-floor sealers, fillers, primers, and adhesives shall be those which are approved by the manufacturer of the carpet.

B. Resilient Wall Base

1. Manufacturers Basis of Design Products: Subject to compliance with requirements, provide ROPPE CORPORATION, USA, WALL BASE or comparable products by one of the following:

a. Flexico, Inc.

b. Johnsonite

2. Resilient Base Standard: ASTM F 1861

a. Material Requirement: Type TS (rubber, vulcanized thermoset) or type TP (rubber thermoplastic)

b. Manufacturing Method: Group 1 (solid homogeneous).

c. Style: Cove (base with toe)

3. Minimum Thickness: 0.125 inch.

4. Height: 4 inches

5. Outside Corners: Preformed

6. Inside Corners: Preformed

7. Finish: Matte

8. Colors and Patterns: Colors and patterns shall match samples of those specified. Contractor shall provide samples to the County's representative of responsible products exceeding the technical, color and pattern specifications listed herein no later than 10 working days after the Notice to Proceed (NTP) has been issued by the County for color and pattern selection. Unless



otherwise amended, bidders are expected to comply with these specifications.

Any additional approvals will be issued by an addendum prior to bid date.

C. Resilient Molding Accessories: Transition Strips -Where carpeting terminates at other types of floor finishes provide carpet transition reducer of thickness to match carpet and adjacent material.

1. Manufacturers Basis of Design Products: Subject to compliance with requirements, provide ROPPE CORPORATION, USA, WALL BASE or comparable products by one of the following:

a. Flexico, Inc.

b. Johnsonite

2. Description: Carpet edge for glue down applications, nosing for carpet, reducer strip for resilient flooring, and joiner for carpet and tile.

3. Material: Rubber

4. Colors and Patterns: Colors and patterns shall match samples of those specified. Contractor shall provide samples to the County's representative of responsible products exceeding the technical, color and pattern specifications listed herein no later than 10 working days after the Notice to Proceed (NTP) has been issued by the County for color and pattern selection. Unless otherwise amended, bidders are expected to comply with these specifications. Any additional approvals will be issued by an addendum prior to bid date.

## 2.03 INSTALLATION MATERIALS/ACCESSORIES

A. Carpet Tiles:

1. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic cement based formulation provided or recommended by carpet tile manufacturer.

2. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure sensitive type to suit products and subfloor conditions, that complies with flammability requirements for installed carpet tile and is recommended by the carpet tile manufacturer for releasable installation.

a. Adhesives shall comply with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers".

3. Metal Edge Transition Strips: Extruded Aluminum with black anodized finish of profile, width, and height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

B. Resilient Wall Base:

1. Trowelable Leveling and Patching Compounds: Latex modified, Portland cement based or blended hydraulic cement based formulation provided or approved by manufacturer for applications indicated.

2. Adhesives: Water resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

C. Resilient Wall Base Accessory, Transition Strips:

1. Trowelable Leveling and Patching Compounds: Latex modified, Portland cement based or blended hydraulic cement based formulation provided or approved by manufacturer for applications indicated.

2. Adhesives: Water resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

## 3.0 EXECUTION:

### 3.01 CARPET TILE

#### A. Examination:

1. Examine substrate areas, and conditions, with installer present for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.

Concrete subfloors: verify that the concrete slab(s) comply with ASTM F 710 and the following:

a. Slab substrates are dry and free of curing compounds, sealers, hardeners, adhesives, dirt, debris, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by the carpet tile manufacturer.

b. Subfloors are free of cracks, ridges, depression, scale and foreign deposits.

#### B. PREPARATION

1. General: Comply with CRI 104, Section 6.2, "Site Conditions: Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates to receive carpet tile installation.

2. Use trowelable leveling and patching compounds according to manufacturer's written instructions to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes, and depressions 1/8 inch wide or wider and protrusions greater than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.

3. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

4. Concrete Substrates: Prepare according to ASTM F710

a. Verify that substrates are dry and free of curing compounds, sealers, adhesives, and hardeners.

b. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, silicone, using mechanical methods recommended by the manufacturer. DO NOT USE SOLVENTS.

c. Moisture Testing: County will engage a testing agency to perform test as follows: Relative Humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity measurement.

#### C. INSTALLATION

1. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

2. Installation Method: Glue Down; Install every tile with full spread, releasable, pressure-sensitive adhesive.

3. Maintain dye integrity. Do not mix dye lots in same area.

4. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

5. Extend carpet into toe spaces, door reveals, closets, open bottom obstructions, removable flanges, alcoves, and similar openings.

6. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining, marking device.

7. Install pattern parallel to walls and borders.

8. Stager joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

D. Cleaning and Protection

1. Perform the following operations immediately after installing carpet tile:
  - a. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by manufacturer.
  - b. Remove yarns that protrude from carpet tile surface.
  - c. Vacuum carpet tile using commercial machine with face beater element.
2. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting indoor installations."
3. Protect carpet tile against damage from placement of equipment, furniture, and movable fixtures during the remainder of the construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

### 3.02 RESILIENT ACCESSORIES

A. Examination

1. Examine substrates with installer present for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
2. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, adhesives, and foreign deposits that might interfere with adhesion of resilient products.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Preparation

1. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
2. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
3. Do not install resilient products until they are the same temperature as the space they are to be installed.
  - a. Move resilient products and installation materials into spaces where the will be installed at least 48 hours in advance of installation.
- 4 Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

C. Resilient Base Installation

1. Comply with manufacturer's written instructions for installing resilient base.
2. Apply resilient base to walls, columns, pilasters, casework, and cabinets in toe spaces, and other permanent fixtures.
3. Install resilient base in lengths as long as practicable without gaps and seams with tops of adjacent pieces aligned.
4. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
5. Do not stretch resilient base during installation.
6. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler.
7. Preformed Corners: Install preformed corners before installing straight pieces.

**D. Resilient Accessory Installation**

1. Comply with manufacturer's written instructions for installing resilient accessories.
2. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece.
3. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

**E. Cleaning and Protection**

1. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
2. Perform the following operations immediately after completing resilient product installation:
  - a. Remove adhesive and other blemishes from exposed surfaces.
  - b. Sweep and vacuum surfaces thoroughly.
  - c. Damp mop surfaces to remove marks and soil.
3. Protect resilient products from marks, marks, indentations, and other damage from construction operations, and placement of equipment, furniture, and movable fixtures during the remainder of the construction period.
4. Cover resilient products until Substantial Completion.

**4.0 DEMOLITION AND MOVING OF FURNITURE AND MOVABLE FIXTURES:**

**4.01. Carpet and Accessory Demolition**

- A. All carpet, carpet accessories, and wall base associated with carpet will be removed.
- B. All substrates will be cleaned of adhesives, dirt and debris that may interfere with the new adhesive of materials.
- C. All carpet and accessories will be removed from the site and properly recycled or disposed of in a landfill. Documentation of the legal disposal of demolition materials shall be provided to the County prior to substantial completion.
- D. Debris receptacles must be placed and picked up in a manner that will not damage any parking area, hardscape or landscape. Any damage to County property will be the responsibility of the contractor.

**4.02. Moving of Furniture and Movable Fixtures**

- A. Contractor shall be responsible for the moving of all furniture and movable fixtures required to remove existing carpet and wall base, and install new carpet tiles and wall base.
- B. Contractor is responsible for the phased movement of furniture and movable fixtures required to complete the work.
- B. All systems furniture to be lifted in a vertical manner (no distortion or deflection).
- C. No crow bars, levers, wooden blocks, hydraulic, electric or any other prying devices may be used on any furniture.
- D. All furniture and movable fixtures shall be returned to their original locations in their original condition.

**5.0 INSPECTION AND ACCEPTANCE**

**5.01 General**

- A. The County representative may have access for inspection to the work area at any time.
- B. The County Representative shall conduct a walk through inspection with the installer to verify satisfactory substrate preparation. No new materials shall be

installed prior to the County's representative approval of substrate preparation. Any new materials installed prior to the approval of the County's representative shall be subject to removal and replacement with new materials at the contractor's expense.

C. The County Representative shall conduct a walk through inspection with the installer to verify work is complete and satisfactory. Any deficiencies noted will be documented and corrected immediately by contractor.

D. A final inspection will be completed by the County representative to verify deficiencies have been corrected prior to Substantial Completion and final payment.

E. Prior to final acceptance, Contractor shall provide the County with carpet manufacturer's written recommended carpet extraction and spot cleaning procedures, and carpet care and cleaning procedures and recommendations.

## **6.0 SPECIAL PROVISIONS:**

6.01 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work.

6.02 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

6.03 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

6.04 The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

6.05 The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

6.06 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.

### **6.07 Right to Waive and Reject**

A. The Board of Commissioners (Board), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.

B. There is no obligation on the part of the County to award the project to the lowest bid price, and the County reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Peach

County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

C. The Board reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. The Board specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true cost of the bid.

6.08 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 he already possesses and a detailed description of the method and program of work to be done.

6.09 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract

6.10 Bidders are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total bid price and **the BOND MUST BE ATTACHED TO THEIR PROPOSAL.**

6.11 Performance Bond: The successful bidder will be required to submit a Performance in the amount of 100% of the bid price, and the bond will be held for the life of the contract. The Performance Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.

6.12 Labor and Material Bond: The successful bidder will be required to submit a Labor and Material Bond in the amount of 100% of the bid price, and the bond will be held until the final affidavit is executed and submitted. The Labor and Material Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.

6.13 The contractor shall employ a competent Superintendent who shall be in attendance at the project site during the performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

6.14 Work Hours: Work hours will be from 8:00 am to 6:00 pm Monday through Friday. Special exception may be made to the work hours upon request by the contractor.

6.15 Payment Requests: Payment requests can be made monthly. Contractor shall make Request for payments by the last day of each month. The pay request shall contain a breakdown of materials stored on site and their value and the value of work completed. The combined value of these items will equal the monthly pay request. An amount equal to 10% of the pay request will be held as a retainage. The retainage will be paid upon final acceptance of the work and the submission of the "Final Affidavit."





**AGREEMENT:**

Upon acceptance of the winning Proposal by the Peach County Board of Commissioners, a contract will be negotiated and executed between the winning contractor and Peach County. No work shall commence until the contract has been signed and executed, all required forms have been completed and submitted, and a Notice to Proceed (NTP) issued by the County.

A Purchase Order will be issued with the NTP. The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County Public Works Department  
Attention: Paul Schwindler, P.E.  
Public Works Director/County Engineer  
410 Old Macon Road  
Fort Valley, Georgia 31030

**No delivery of products or services shall become due or be accepted until a purchase order has been issued by Peach County.**

## **INSTRUCTIONS FOR SUBMITTING BIDS**

All bidders responding to this RFB must submit a completed detailed bid.

Submission of Bids – Sealed bids must be received by the Board of Commissioners Office **BEFORE** 2:00 p.m. July 11, 2016. Bids may be mailed or hand delivered to Peach County Board of Commissioners Office, Attn. Clarice Davis, 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a bid. Inquires pertaining to the RFB must give firm or contractor name, RFB number, title, and acceptance date. Material questions will be answered in writing and communicated in an addendum, provided that all questions are received at least three (3) business days in advance of the Bid acceptance date.

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 must be initialed and attached to the bid.** Failure to include addendums may be ample cause for rejection of the bid as non-responsive. Addendum will be published on the Peach County web site [www.peachcounty.net](http://www.peachcounty.net).

Required Copies - Each firm shall submit **one (1) original and three (3) copies** of their bid to the County's Purchasing Department as indicated in this RFB. The original bid shall be clearly marked "**ORIGINAL**", **in blue ink** and shall contain all original signatures in **blue ink**. Copies of the original proposal shall be clearly marked "**COPY**", **in red ink**.

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.

Rights of County - The County reserves the right to accept or reject all or any part of any bid.

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.

**BID SELECTION PROCESS**

**All bids will be evaluated according to the following factors:**

- Unit Costs
- Delivery Schedule and Installation Schedule
- Past work history with Peach County
- Similar Work
- Warranties on Labor and Materials/Equipment
- References
- Peach County Business Location

<u>Factor</u>	<u>Evaluation Weight</u>
Unit Costs	55%
Delivery Schedule and Installation Schedule	10%
Past work history with Peach County	7%
Similar Work	8%
Warranties on Labor and Materials/Equipment	12%
References	5%
Peach County Business Location	3%

The Bid form contains a list of the work upon which the County is accepting bids. Please provide pricing on the items as listed on the schedule of unit prices form, in the unit of measure as noted.

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:**

- Bid Form (completed and signed)
- Bid Bond equal to 5% of the Bid Price
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)
- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)
- Insurance Certificate(s) verifying required insurance:
  - Certificate of Liability Insurance
  - Certificate of Workers Compensation Insurance
  - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor)(see attached list of acceptable documents)
- Organization and History – Provide those items required in the Organization and History section of this RFB package
- Provide a detailed schedule showing each task and then number of days to complete each task, and the total number of days that the project will take to complete at each library facility. Assume the libraries will be closed to the public during construction.
- Addendum initialed by Contractor if applicable



**Bid Form Page 1 of 3**

Bid of \_\_\_\_\_ (hereinafter called "**Contractor**"), a company organized and existing under the laws of the State of Georgia, \*an individual, a corporation, a partnership doing business as: \_\_\_\_\_

Contractor or Firm Name

TO: Peach County (Hereinafter called "**County**")

Gentlemen:

The **Contractor**, in compliance with your Notice to Contractors and all Bid Documents, elects to submit a Bid on the entirety of the following **Work**:

The bid shall meet all requirements set forth in the specifications section of this RFB to provide and install new carpet, resilient base and accessories in accordance with specifications as detailed in the RFB package and all addenda published prior to the bid closing, which include: Having examined the site of the proposed **Work**, and being familiar with the conditions throughout the County and of the proposed work, including the availability of materials and supplies to complete the work in accordance with the RFB, within the specifications set forth herein, and at the prices stated below, The undersigned **Contractor** proposes to enter into a contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of construction necessary to complete the **Work**, the undersigned **Contractor** proposes to complete the items listed in the attached Schedule of Items for the unit prices stated.

**Contractor** further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within thirty (30) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the entirety of the **Work** as expeditiously as possible.



**Bid Form Page 2 of 3**

**Schedule of Unit Item Prices**  
Byron Public Library

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	New Tile Carpet		SY		
2	New Resilient Base		LF		
3	Moving and Replacing of furniture, and movable fixtures	1	LS		
<b>Bid Total</b>					

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

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

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

\_\_\_\_\_  
Title of Signer (Print)

\_\_\_\_\_  
Date

**Bid Form Page 3 of 3**

**Schedule of Unit Item Prices**  
**Thomas Public Library**

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	New Tile Carpet		SY		
2	New Resilient Base		LF		
3	Moving and Replacing of furniture, and movable fixtures	1	LS		
<b>Bid Total</b>					

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

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

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

\_\_\_\_\_  
 Title of Signer (Print)

\_\_\_\_\_  
 Date

**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



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## 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

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Revised August 2014

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> 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)		

<b>Part I Taxpayer Identification Number (TIN)</b>					
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 <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>				
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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

4. 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.

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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:  
\_\_\_\_\_

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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

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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.

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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)]

# EXHIBIT No. 1

## Draft Contract and General Conditions



# **PEACH COUNTY**

## **CONTRACT AGREEMENT**

**Thomas Public Library and Byron Public Library**

**CARPET REPLACEMENT PROJECT**

**CONTRACT # C – 16 – 004**

**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 replacement of all carpet at Thomas Public Library 309 Martin Luther King Jr. Drive Fort Valley, Georgia & Byron Public Library 105 Church Street Byron, Georgia 31008, in accordance with all specifications outlined in RFB 16-004. The Scope of Work will include, but not be limited to:**

- A. All field layouts**
- B. Furnishing all equipment, labor, and materials to remove existing carpet, wall base and transitions and replace with new existing carpet tiles wall base, and transitions.**
- C. Moving and replacing to the original location and condition all furniture and fixtures required to be moved for proper carpet, transition and wall base installation**
- D. Furnishing all extra materials as specified**

**WITNESSETH THAT:**

**WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of: Carpet replacement at the Thomas Public Library and the Byron Public Library in Peach County, Georgia.**

**And; WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.**

**NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:**

[ \_\_\_\_\_ ] **PROJECT** hereinafter called the "Project", shall be constructed by the **CONTRACTOR** for the sum of [ \$ ] and all extra work in connection therewith, and at **Contractor's** own cost and expense necessary to furnish all materials, supplies, machinery, Equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the response to RFB 16-004, the General Scope of Work, the General Conditions, and the approved plans and specifications, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Construction Contract**.

The **Contractor** shall promptly commence the Work with adequate force and equipment within Fourteen (14) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within ninety (90) days of the time of award, by no later than **November 15, 2016** or as may be specified by Special Provision.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract.

**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

## 100% PERFORMANCE BOND

**KNOW ALL BY THESE PRESENTS:** that, \_\_\_\_\_, as Principal, hereinafter called **Contractor**, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **Surety**, are held and firmly bound unto PEACH COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount [ \$ ] for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, **Contractor** has by written agreement dated, \_\_\_\_\_ 2016, entered into a contract with **County** for: Construction of Thomas Public Library and Byron Public Library Carpet Replacement in accordance with the conditions and prices stated in the Construction Contract Agreement all of which are made a part hereof and collectively constitute the **Contract**.

**NOW, THEREFORE**, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **County**.

Whenever **Contractor** shall be, and declared by the **County** to be, in default under the Contract, the **County** having performed the **County's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **County** elects, upon determination by the **County** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **County**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **County** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **County** to **Contractor**.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **County** of the work thereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

in the presence of:

**Contractor**

By: (SEAL)

Witness

**Surety**

By: (SEAL)

Witness

DRAFT



## 100% LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL BY THESE PRESENTS:** that, , as Principal, hereinafter called **Contractor**, and , a corporation organized and existing under the laws of the State of Georgia, hereinafter called **Surety**, are held and firmly bound unto PEACH COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount of [ \$ ] for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor as by written agreement dated, \_\_\_\_\_ 2016, entered into a Contract with County for Construction of Thomas Public Library and Byron Public Library Carpet Replacement in accordance with the conditions and prices stated in the Construction Contract Agreement all of which are made a part hereof and collectively constitute the **Contract**.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.

2. The above-named Contractor and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, the County, or the Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid projects are located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by County of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the State in which the Projects, or any part thereof, are situated, or in the United States District Court for the district in which the Projects, or any part thereof, are situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of , \_\_\_\_\_ 2016.

Contractor

By: (Seal)

Witness Surety

By: (Seal)

Witness Georgia Representative

This bond is issued simultaneously with Performance Bond in favor of the County.

**FINAL AFFIDAVIT**

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 , \_\_\_\_\_ 2012 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

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## GENERAL CONDITIONS

### 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.

# GENERAL CONDITIONS

## **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



## GENERAL CONDITIONS

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



## GENERAL CONDITIONS

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

## GENERAL CONDITIONS

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

## GENERAL CONDITIONS

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:

Notices to CONTRACTOR shall be addressed as follows:

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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

## GENERAL CONDITIONS

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

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### **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**