



Invitation to Bid

**Bulloch County Board of Commissioners c/o
Statesboro Bulloch County Parks and Recreation Department**

**“SPLASH IN THE BORO” Replacement of the Air-Supported Fabric Structure (a.k.a.
Dome)**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Replacement of the air-supported fabric structure (a.k.a. Dome) for the Statesboro Bulloch County Parks and Recreation Department Splash in the Boro.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, April 17, 2019. Prospective bidders shall file all documents necessary to support their bids. Faxed or E-Mailed bids will not be accepted.

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners North Main Annex, 115 North Main Street, Statesboro, Georgia 30458. One (1) original bid and two (2) copies along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud in the Bulloch County Commissioners North Main Annex Conference Room 102 at the above referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Director of Parks and Recreation will recommend the selection of a bid that is most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or by going to the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Dome Replacement Bid; Bid Opening: April 17, 2019 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

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For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations, but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor’s responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this bid is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Award, if made, will be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth herein, price and other factors considered.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the “Exceptions to Specifications” sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

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If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered.

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to ensure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, national origin.

Project inquiries may be directed to the Parks and Recreation Director.

The contact persons for this project are as follows:

Project Management: Mike Rollins, Director Parks and Recreation
912.764.5637 or mlrollins@bullochrec.com

Procurement Process: Faye Bragg, Purchasing Manager
fbragg@bullochcounty.net

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Fob Destination Point: Bid prices shall include shipping, if any, to Mill Creek Park Splash in the Boro, 1388 Hwy. 24 East, Statesboro GA 30461. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

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Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the attached example in Attachment B.

Project Schedule: The project shall begin within 15 days after the notice to proceed and be complete according to the time schedule set forth in the contract. Any request for a time extension should be made when submitting the proposal.

License: All bidders must be licensed contractors as required by the State of Georgia. License number shall be included on the bid form.

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Bonds: Bid forms must be accompanied by a Bid Bond in an amount not less than five (5%) percent of the Base Bid. Both Performance and Payment Bonds will be required in an amount equal to one hundred (100%) percent of the contract price from the successful bidder.

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Attachment A: All forms in Attachment A must be completed and returned with submittals sealed envelope: Bid Form, Exceptions to Specifications Sheet, Non-Collusion Affidavit, Vendor Declaration, Contractor Affidavit and Agreement.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

Delivery: Delivery shall be made to the Mill Creek Park Splash in the Boro at 1388 Hwy. 24 East, Statesboro GA 30461.

Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to prove compliance with our specifications on the units they propose to furnish.

Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

Quality: The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is equal or equivalent to the specifications. Any brand name or model being bid other than what is listed in the bid shall be listed as an exception on the Exception to Specification Sheet that is provided, if additional space is needed print an additional sheet and indicate Page 1 of 2, Page 2 of 2, etc. at the bottom of the page. The County shall be the sole entity to determine acceptance or non-acceptance of equivalents.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

Indemnification: The County shall not be held responsible for claims of bodily injury, death, or property damage that may arise from the performance of contractual services with the County.

Liquidated Damages: The project must be complete no later than October 5, 2019. The contractor shall pay to the owner as liquidated damages the amount of \$0 per calendar day for each day that the date of completion exceeds the above date. Final completion of the entire project, including all punch list items, shall be no later than October 5, 2019.

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The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

SECTION 133000 - AIR SUPPORTED STRUCTURES – POOL APPLICATION

PART 1 - GENERAL

1.1 DEFINITIONS

The following definitions apply to this document:

- A. Quotation – The manufacturer’s bid or proposal for the manufacture and delivery of the equipment requested in this specification, along with the price, documents forming the basis of the proposal, any exceptions, and the terms and conditions of sale. See the basic Bid Form included in the solicitation; but clearly presented alternates, exceptions, or proposed deviations should be included separately.
- B. Submittal – The manufacturer’s scope of work, the drawings (plan view, elevation view, layout, and details), submittal specification and cut sheets used by the manufacturer to describe the equipment that is in general accordance with the intent of this specification.
- C. Approved Submittal – The manufacturer’s submittal, which is marked “approved” by the Customer.
- D. Change Orders – Changes to the quotation or approved submittal requested by the customer. Change orders shall be binding only if authorized in writing by the customer and manufacturer.
- E. Manufacturer – The air supported structure manufacturer awarded the project. The Manufacturer must comply with the requirements in paragraph 1.1.M.
- F. Customer – The person or entity with direct contractual responsibility to pay the manufacturer. This is the Bulloch County Board of Commissioners, in care of the Director of Parks.
- G. End User – The entity that is intended by the contract to be the final owner and/or user of the equipment. This is the Bulloch County Recreation Department. Note: There is no Contractor separate from the Manufacturer and there are no design drawings or technical requirements other than those described in this specification or as required by the Manufacturer for a complete job.
- H. Installer – The entity designated by the Customer to install the air supported structure at start-up of the new components. The installer shall be experienced in performing the work of this section and has performed work similar to that required for this project. Customer shall, upon request of the manufacturer, provide to the manufacturer references from the installer for projects of similar work to allow the manufacturer to verify the installer’s qualification to install the manufacturer’s equipment. The manufacturer is not responsible for the installer’s qualifications, scope of work or results. The Customer shall provide the services of an electrician to assist the Manufacturer, based on detailed drawings and requirements provided by the Manufacturer, with limited system connections at the inflation unit, extensions of utilities to the unit, or for running conduit and wire to remote units (if purchased). No other technicians or contractors are the Customers responsibility. While the Customer will offer labor assistance to the Manufacturer at no charge for the setting of the new mechanical unit(s), the Manufacturer is to provide the installation with qualified personnel and supervision, included in the Quotation.

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- I. Contract and Contract Documents – Change orders, the approved submittal, the manufacturer’s quotation, and the customer’s written specifications.
- J. Design Engineer – The individual or entity designated by the Manufacturer to detail the air supported structure and related mechanical equipment for this project. The manufacturer is responsible for the qualifications, performance or design decisions of the design engineer(s).
- K. Manufacturer’s Structural Engineer – the independent structural engineer of record for the air supported structure, verified anchorage system and grade beam structural design. The Manufacturer’s Structural Engineer may or may not be an employee of the Manufacturer, but licensed in the state of Georgia and must submit with the bid documents a resume, reference projects, and experience in the design and engineering of air supported structures. The Structural Engineer shall provide stamped plans and calculations, in coordination with the Manufacturer and Manufacturer’s Mechanical designer that show the air supported structure system meets the local code design loads as required, and shall provide Professional Engineer Structural Stamp on said drawings and calculations.
- L. Air Supported Structure – The fabric structure plus primary and auxiliary inflation systems, doors, lights and other equipment as described in Part 2 of this section (no radial coaxial cables will be allowed). All systems are to functionally match the existing installation, including the existing anchoring grade beam and channel system, the mechanical system mounting details, and door locations. The project requires the replacement, in-kind of the existing dome, mechanical systems, doors, and lights.
- M. Terms and Conditions of Sale – The manufacturer’s terms and conditions of sale, as submitted with the manufacturer’s quotation and approved submittal. See the customer’s Conditions of Bid to which this specification is attached.
- N. Completion: The date for re-covering the pools with the new systems is **October 5, 2019**. This is the mandatory date of Completion.

1.2 EVALUATION

- A. Bid Evaluation: The Customer will evaluate the Manufacturer’s Quotation for compliance with the Specifications. If the Quotation does not meet the detailed requirements of the Specifications, the deviations or options may be acceptable to the customer, but if the deviation(s) could make a material difference to the selection process, the customer shall notify all bidders of the accepted deviation and allow the other bidder(s) to match the revised project requirements. The customer reserves the right to wave informalities to make a selection that is in the Customer’s best interest.

1.3 DESCRIPTION

- A. Design Requirements
 - 1. Design Criteria/Concept: The manufacturer shall make a site inspection to verify the existing conditions, dimensions, and the end user’s practices in operating the systems. The manufacturer shall develop Drawings and schedules indicate size, profile and dimensional requirements of the equipment that functionally match the existing components and are based upon the manufacturer’s specific raw

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material and components. Fabrication engineering for all equipment is the responsibility of manufacturer.

2. Site Condition Verification: Verification of the site conditions is the responsibility of the Manufacturer. The Manufacturer is responsible for all unit dimensions and components and that all local and other codes are met, electrical and other utility codes and/or requirements are met up to and including the unit's connections and that utilities are available for proper operation of the equipment. Issues that are identified by the Manufacturer shall be brought to the Customer's attention, in writing.
3. Site Code Verification: The Manufacturer is responsible for verifying that the equipment as specified herein will meet local, state, and national codes, as applicable.
4. Current Codes and Standards: The current applicable version of the International Building Code (IBC) and ASCE-7, ASCE 55-16 Tensile Membrane Structures, and ASCE-17-96 Air-Supported Structures.

B. Site Requirements:

1. The air supported structure shall be designed to withstand wind loads of 120 miles per hour, 3 second gust, plus 5 pounds per square foot ground snow load.
2. Swimming Pool design data: The design water temperature of the main-pool is 82°F and the design temperature of the air inside the dome is a maximum of 90°F.
3. The Customer shall furnish their regular installer, including all labor, materials, tools, equipment and services necessary to complete the anchoring and inflation of the new air supported structure in accordance with the manufacturer's instructions. The Manufacturer shall set the new mechanical equipment and make connections of power, gas, and electric based on the existing services. If the existing services are identified by the Manufacturer as being inadequate, the Manufacturer's design details shall clearly enumerate the updated requirements for the Customer to rectify in a timely manner. Any extensions of cable and conduit for remote system monitoring and control shall be undertaken by the Customer's electricians. In addition concrete slab-on-grade is required due to the size of the new mechanical equipment, the Customer will install same, at no charge, in compliance with the Manufacturer's provided detail.
4. The jobsite shall be inspected by the Manufacturer prior to installation. This includes, but not limited to, the conditions of the perimeter anchorage system, equipment pads, availability of all utilities required for inflation and HVAC, receipt of all equipment required for the installation in good order, and availability of all tools, equipment and manpower required for the installation. The Customer has had a tarp that has been utilized in the past for preparing the fabric structure for inflation. However, the Manufacturer shall quote, as an additive option, a new pool-covering tarp for installation.
5. The manufacturer shall include in their bid price (a) a minimum of one (1) trip to the jobsite to verify conditions prior to completing their design details, (b) a minimum of one (1) trip to the jobsite to set and install the inflation unit and (c) one (1) trip to the jobsite prior to final installation to inspect the jobsite and certify the jobsite for installation of the air structure and related equipment (It is possible

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that trips (b) and (c) could be concurrent). The Customer shall verify to the Manufacturer the intended final erection date. The manufacturer shall include in their bid price a minimum of three (3) consecutive days on site to supervise the installation process or additional as needed to complete the mechanical installation and startup.

6. The manufacturer shall also provide an optional cost for complete installation of the fabric for the first season opening.

1.4 INFORMATION REQUIRED WITH QUOTATION

- A. The manufacturer's quotation shall include the following items (bids received without these items will be rejected):

1. See the Customer's bidder's instructions for general and special procurement provisions.
2. A complete description of the materials to be used in the manufacture of the air supported structure.
3. Scale plan and elevation drawings of the air supported structure showing all doors and equipment.
4. Descriptions of the primary and secondary blowers and stand-by generator with auto transfer switch, and utility requirements.
5. Test Reports: Test reports for all fabrics to be used showing compliance with specified performance characteristics and physical properties.
6. Field Services: Description of the installation supervision, start-up, and training to be provided by manufacturer. Also, specifically enumerate required services required from others and any optional Manufacturer's services and materials.
7. Manufacturer's current lead times or best estimates of available production schedule.
8. Manufacturer's terms and conditions of sale.
9. Manufacturer's sample warranty certificate for items included in the quotation.
10. Price shall be clearly stated, including sales and other taxes. Options (deductive or additive) shall be separately and clearly described.

1.5 SUBMITTALS

- A. The submittals shall include the following:

1. A complete description of the materials to be used in the manufacture of the air supported structure.
2. Scale plan and elevation drawings of the air supported structure showing all doors, anchor locations, and inflation equipment.
3. Descriptions of the primary and auxiliary inflation units along with utility requirements.

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4. Test Reports: Test reports for all fabrics to be used showing compliance with specified performance characteristics and physical properties.
5. Field Services: Description of the installation supervision, start-up, and training to be provided by Manufacturer. Provide the Manufacturer's rate sheet for unforeseen authorized additional days, overtime, weekends, and holiday work as may be required and approved by the Customer.
6. Manufacturer's Terms and Conditions of Sale.
7. Manufacturer's sample Warranty Certificate for items included in the Quotation.
8. Manufacturer's site preparation requirements including a checklist to verify site preparation.

B. Closeout Documents:

1. Manufacturer's Instructions: Manufacturers installation and operation instructions for the air supported structure and of components supplied as a part of the air supported structure.
2. Manufacturer shall provide three (3) sets of operation and maintenance manuals covering all equipment provided by the manufacturer showing scheduled maintenance requirements of all equipment.
3. Manufacturer shall provide to customer final as-built drawings of structure and other equipment including all wiring diagrams in the operation and maintenance manuals.
4. The operation and maintenance manual shall include factory test results for inflation and HVAC equipment, and fabric flame retardant certificates.
5. The operation and maintenance manual shall also include a parts list with manufacturer's service department's telephone number and e-mail address.

1.6 DELIVERY, STORAGE and HANDLING

- A. Ordering: The Manufacturer shall coordinate with the Customer the Manufacturer's instructions and lead time requirements to avoid installation delays.
- B. Delivery: The Customer shall receive, unload and store the materials shipped by the Manufacturer. The Customer upon receipt of the equipment shall immediately verify that the equipment was not damaged during shipping and that all items listed on the bill of lading and the manufacturers shipping documents are included in the shipment. If damage is noted, or if items are missing, the Customer must note all identifiable damages or missing parts on the bill of lading and manufacturers shipping list before accepting delivery of the equipment. All equipment shall ship F.O.B. to the project site (or Customer's storage area). Specific hours or dates of delivery are not guaranteed by the manufacture except as agreed to in the contract. The preferred storage environment shall be enumerated by the Manufacturer, and the Customer shall comply with the request as best practical. The Manufacturer shall discuss with the Customer the consequences of necessary deviations from those preferences and suggest mitigation ideas.

1.7 WARRANTY

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- A. The Manufacturer extends warranties received from the original materials manufacturer(s) on the exterior fabric sold to Customer. Fabric will be free from defects for a period of twenty (20) years from date of completion (this shall be the date of inflation and acceptance for use), and said warranty will be pro-rated over the life of the warranty period. Ten (10) year exterior fabric warranties will not be accepted. A specific fabric warranty certificate will be provided to Customer. All other goods sold to Customer will be free from defects in material or workmanship for a period of one year from the date of completion. If buyer notifies seller within the warranty period of a defect, seller at its option will repair or replace the defective portion of the goods F.O.B. at Customer's site (mechanical unit(s) installed). Seller at its option will repair or replace the exterior fabric and/or cable net at the location selected by Customer. Any claims by Customer must be brought within the warranty period. This warranty extends only to the original customer. Any damage from improper handling, storage, abuse, misuse, or alteration of the goods in any manner (as must be documented by the Manufacturer) voids seller's warranty obligation. This warranty constitutes the customer's sole remedy. Other warranty conditions shall be stipulated by the Manufacturer at the time of Bid.

PART 2 - PRODUCTS

2.1 AIR SUPPORTED STRUCTURE

- A. Basis of Design Manufacturer: Arizon Structures, 11880 Dorsett Rd. St. Louis, MO 63043, Phone (800) 325-1303
- B. Other Allowable Manufacturer, if meeting all requirements of the Specifications and site conditions: Yeadon Fabric Domes.
- C. Alternate Manufacturers or Designs: None

2.2 DESIGN

- A. The new air supported structure height and clear space shall not be less than the existing dome and as otherwise suitable for the design geometry.
- B. The air supported structure shall be designed to withstand wind loads of 120 miles per hour, 3 second gust, plus 5 pounds per square foot ground snow load. The structural design shall be capable of supporting the full building design snow load and dead load without the use of snow melting or other snow removal methods in accordance with the current International Building Code and ASCE-7. The building dead load shall include the building fabric envelope.
- C. The air supported structure shall have a thermal liner to provide an insulated double-wall construction. An optimized dead-air space shall be used to insulate the air structure envelope. Fiberglass insulation, double bubble wrapping, or single wall un-insulated structures are not acceptable. Multiple dead air spaces to increase the "R" value will be acceptable.

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- D. The structure shall include a triple-redundant inflation system including an electric primary heating and inflation unit, secondary electric motor powered inflation unit, and a natural gas or propane powered back-up generator for a complete auxiliary inflation system. The back-up generator shall automatically start upon loss of electric power.
 - E. The inflation unit shall be manufactured as described in section 2.3.H including corrosion protection on key components suitable for pool environments.
 - F. The main entrance to the structure and other emergency egress doors shall match the locations, function, and details of the existing dome. A deductive option shall be offered for the use of the existing door units and hardware.
 - G. Provide deck-mounted interior LED lighting matching the illumination levels (at a minimum) of the existing units and matching the existing power supplies. A deductive option shall be offered for using the existing lighting units.
- 2.3 The structure shall be fabricated in as few sections as is reasonably possible, or as shown on the drawings. Each section of the structure shall be wrapped and shipped on wood skids. The maximum weight per skid shall not exceed 12,000 pounds.
- 2.4 MATERIALS
- A. Exterior fabric shall be structural-rated architectural vinyl coated polyester fabric. Fabric shall be white, translucent (10% to 12% minimum) or opaque. The exterior fabric shall have a topcoat of polyvinylidene fluoride (PVDF) to protect the fabric with a minimum warranty of 20 years. A laminated fabric is not acceptable.
 - B. Exterior fabric shall meet or exceed the following performance characteristics:
 - 1. Base Fabric: polyester - 7.5 oz per square yard.
 - 2. Finished Weight: 28 oz per square yard
 - 3. Tongue Tear: 100/100 lbs.
 - 4. Trapezoid Tear: 85/85 lbs.
 - 5. Grab Tensile: 697/697 lbs.
 - 6. Strip Tensile: 514/514 lbs.
 - 7. Adhesion: 10 lbs/in.
 - 8. Hydrostatic Resistance: 500 psi
 - 9. Room temperature: Cold Crack of -40 degrees F.
 - 10. Flame resistance rating in accordance with NFPA 701.
 - C. Fabric seams shall be joined in the factory using a state-of-the-art radio frequency welder, specifically adjusted for use with the fabrics used in this air structure.
 - D. The interior liner fabric shall be either extruded or laminated vinyl polyester material designed to resist tearing and delamination. The interior liner material shall be blue from the ground level up to approximately 14 feet high to provide a dark backdrop. The top of the colored fabric shall be level throughout the structure.
 - E. The interior liner above the dark backdrop shall be white. The liner in the skylight portion shall be high translucent material.
 - F. The interior liner fabric shall meet or exceed the following performance characteristics:
 - 1. Weight: 14 oz. per square yard vinyl polyester

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2. Tensile Strength: Warp 95 lbs. Fill 90 lbs.
 3. Tear Strength: Warp 35 lbs. Fill 90 lbs.
 4. Hydrostatic Resistance: 170 psi
 5. Flame resistance rating in accordance with NFPA 701
- G. The primary heating and inflation unit shall be manufactured by the air structure manufacturer and shall be specifically designed and certified by the manufacturer for use with an air supported structure.
1. The inflation unit(s) shall be constructed with fully-insulated construction to inhibit condensation within the air handling unit. The exterior construction shall be a minimum of 18 galvanized steel. The entire unit walls, floor and roof shall be insulated with a minimum of 2" thick fiberglass insulation with a minimum R-value of 8.9. Interior liner shall be painted galvanized steel to protect insulation from moisture and damage for a complete Double Wall Construction. Insulation must meet NFPA 90 requirements for smoke and flame spread.
 2. Housing to include a structural formed base designed to reduce deflection of unit during rigging, setting, & installation. The design must also conform to the existing foundation and concrete plenum. The floor of the air handling unit shall be a minimum of 16 gauge galvanized steel. The floor shall be insulated below with 2" fiberglass and covered under the insulation with a minimum of 24 gauge galvanized steel underliner to protect insulation from moisture and damage.
 3. Primary inflation shall be obtained through the use of a dedicated make-up air pressurization fan sized to pressurize the structure to its maximum operating pressure. The pressurization fan shall be a direct drive plenum fan sized for the maximum building pressure design requirement. Direct drive fans are required to eliminate the possibility of fan failure due to broken belts, and to eliminate the fan bearings, a potential failure point. For additional corrosion protection the fan wheel shall be coated with Heresite or equivalent, and the motor shaft shall be stainless steel. In addition, the motor shall be listed Chemical Duty for corrosion protection.
 4. An integral building pressure control system shall provide the input signal via manufacturer supplied, mounted and wired pressure sensors to vary the speed of the make-up Air pressurization fan through the use of a variable frequency drive (VFD). The pressurization fan will deliver more or less make-up air as needed to overcome changes in building pressure automatically. This feature greatly reduces energy usage.
 5. The unit shall include a programmable controller to maintain the building pressure and temperature to the set point. Controller shall include a 7-day programmable schedule, and shall allow for inputs from snow and wind sensors. Controller shall include a "bad weather mode" which allows an override building pressure and temperature set points to supersede the normal set points.
 6. Controls and program must be certified for use with air supported structures. Controls system must show at least 2 years of continuous operation in an air structure environment to be accepted. Controller shall be capable of connectivity to a BMS or the internet for control and monitoring of the building from a remote location. Optional: The control system shall include electrical and gas usage meters for energy tracking.
 7. Back-Up inflation shall be obtained through the use of a dedicated back-up air pressurization fan sized to pressurize the structure to its maximum operating pressure. The Back-Up Pressurization Fan shall be a direct drive plenum fan sized for the maximum building pressure design requirement. Direct drive fans

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are required to eliminate the possibility of fan failure due to broken belts, and to eliminate the fan bearings, a potential failure point. For additional corrosion protection the fan wheel shall be coated with Heresite or equivalent, and the motor shaft shall be stainless steel. In addition, the motor shall be listed Chemical Duty for corrosion protection. The back-up pressurization fan must be included in the main unit, eliminating the need for a separate opening in the building. The back-up pressurization fan shall be configured so that the make-up air goes through the heat section before blowing into the building. The back-up air pressurization fan shall have its own redundant pressure controls, and wired to a separate power hookup, allowing for field connection to remote auxiliary power source such as a generator.

8. Back-up inflation fan shall automatically start upon a drop in building pressure below the pre-determined set point, or upon activation of the backup generator.
9. The make-up air intake shall include rain hoods equipped with aluminum backdraft dampers and wire mesh bird screen to eliminate air loss in the event of equipment shut-down.
10. The heating system shall consist of electric primary and secondary stainless steel systems. The heating system shall include a modulating return air thermostat and modulating heat output controller and/or valve.
11. The Circulation Fans shall consist of an efficient propeller fan (or fans) which is belt driven with fixed pitch sheaves. For additional corrosion protection the fan wheel shall be coated with Heresite or equivalent, the fan and motor shafts shall be stainless steel. In addition, the motor shall be listed Chemical Duty for corrosion protection. The fan assembly shall be dynamically balanced to a maximum vibration of 0.15 inches per second at its design speed. The fan shall have re-greasable ball bearings with lubrication fittings extended to an easily accessible point on the unit for ease of maintenance without shutting down the equipment.
12. All fans utilize motors which are EPACT energy efficiency TEFC enclosures with voltage specified by project requirements. Motors must be designed for use with VFD systems.
13. Inflation unit to have one (1) single point power connection with non-fused disconnect for main unit and one (1) single point power connection with non-fused disconnect for the back-up air pressurization fan. All branch circuits to be protected with manual reset circuit breakers.
14. Inflation Units MUST be UL listed under the UL section for Ductless Heating and Cooling Equipment, Large, Open Buildings UL Document number LZPG.SA13081 or LZPG7.SA13081 or ETL Labeled.
15. The inflation unit shall also include a natural gas or propane powered generator with transfer switch to automatically start the back-up air pressurization fan upon a loss of power, including controls to maintain proper building pressure. No separate gaseous engines spinning a fan will be accepted. The generator shall include a weekly self-test cycle. The generator shall be shipped loose for field wiring to the back-up air pressurization fan (by the Manufacturer).
16. A wind sensor shall be provided for installation and wiring by the Customer's electrician based on the Manufacturer's detailed instructions. The wind sensor shall automatically override the controls for automatically controlling the building pressure set point as designed for wind conditions, respectively.
17. A remote control panel with touch-screen display and web-access shall be included for installation and wiring by the Customer's electrician with detailed technical support by the Manufacturer. The remote control panel shall allow for

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operation of the inflation and heating systems including a 24 hour 7 day temperature schedule and alarm indication display. A deductive option shall be offered for this item.

H. Structure Openings and Fabric Boots

1. All door and duct openings shall be fitted with flexible air boots designed to withstand the full building air pressure, and to allow for normal building movement without becoming completely taught between the structure and fixed door or ductwork. The air boots shall be made with the same fabric as the air structure, and also shall be of double wall construction for insulation. The air boots shall be attached to the exterior structure by radio frequency welding.
2. All door openings will be fitted with fabric flaps, secured open when structure is in use. The fabric flaps can be laced closed, so that doors can be removed for repair or service without causing an air pressure drop within the air structure.

I. Revolving Door:

1. Provide, in the quantity and location matching the existing facility, revolving door(s) constructed of three aluminum door wings with plexiglas viewing windows within a polished aluminum housing. Each door wing to be sealed against the housing by means of easy replacement reinforced rubber wipers to minimize leakage.
2. Revolving door to come completely assembled and ready for installation with bolt down channels around face of door for attachment to structure.
3. Revolving door to be lockable by means of heavy duty bolt lock attached to one door wing which engages to a slot in the housing.
4. The revolving door is not to be considered for use as an emergency exit, nor shall it have collapsible door wings, as the door wings could open under normal building pressure.
5. NOTE: The revolving door shall be mounted directly on the existing concrete pad.

J. Emergency Exit Doors:

1. Provide, in the quantity and locations matching the existing facility, aluminum construction, emergency exit doors specifically designed and manufactured for use with air structures, and shall include aluminum support poles. Steel doors or steel encased frames will not be allowed. All doors and components must be aluminum to minimize maintenance and rust.
2. The exit doors shall be free standing, outward opening, center pivoted pressure balanced, equipped with crash bar and automatic closure hardware to assist in closure against the design inflation pressure. Panic exit bar shall include weather resistant loss prevention hardware designed for use in outdoor or wet environments.
3. Exit doors shall include a wire reinforced vision panel.
4. Door frame shall be all aluminum with welded junctions. The door leaf shall be a minimum of 43" wide x 78" high to comply with building code requirements, and shall be insulated double wall construction.
5. Include an emergency light and lighted exit sign on the top panel above the door leaf. Include an exterior egress light above the door. Interior exit light and exterior light shall operate from an internal battery during power outages and

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shall remain operational for a minimum of 30 minutes. Exit sign and lights shall be mounted and wired in the field by the Contractor.

6. Doors shall be mounted directly on concrete pad.

K. Personal Airlock:

1. Provide aluminum construction personal air lock entry/exit doors in the quantity and locations matching the existing facility.
2. Each personal airlock shall consist of two (2) center pivoted pressure-balanced doors equipped with crash bar and automatic closure hardware to assist in closure against the design inflation pressure. Panic exit bar shall include weather resistant loss prevention hardware designed for use in outdoor or wet environments.
3. Doors shall include a wire reinforced vision panel and the housing shall include a side vision panel adjacent to the door.
4. Door frame shall be all aluminum with welded junctions. The door leaf shall be a minimum of 43" wide x 78" high to comply with building code requirements, and shall be insulated double wall construction.
5. Include an emergency light and lighted exit sign on the interior surface of the personal airlock. Include an exterior egress light. Interior exit light and exterior light shall operate from an internal battery during power outages and shall remain operational for a minimum of 30 minutes. Exit sign and lights shall be mounted and wired in the field by the Contractor.
6. Doors shall be mounted directly on concrete pad.

L. Light Poles:

1. Manufacturer will provide steel light poles matching the existing facility, each capable of supporting two (2) LED fixtures.
2. Light Poles will be bolt-together construction complete with stainless hardware.
3. Light Fixtures to be designed for pool applications and UL Listed. Light fixtures to be LED high output fixtures designed to be mounted on a light pole.
4. Lighting quantity and spacing shall be as shown on the drawings, and shall be designed for an average of 50 foot candles lighting intensity over the entire building.
5. The light poles, fixtures, bulbs, and cords shall be provided by the manufacturer for installation in the field by the Customer's electrician or end user. Cord shall extend from the light fixture to the anchor line plus three foot pigtail for attachment to the building lighting system by the Customer.
6. A deductive alternate shall be offered for the use of the existing lights (complete).

PART 3 - EXECUTION

A. COMPLY WITH MANUFACTURER'S INSTRUCTIONS:

1. Compliance: Comply with the Manufacturer's and component manufacturer's installation and operations manual, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.
2. Review manufacturer's installation manual prior to installation, and comply with all instructions.

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B. EXAMINATION:

1. The Customer, at its own expense, shall inspect the equipment on delivery at the job site, and note any damage, needed repairs, missing parts, materials or components in writing on the bill of lading for return to the AHU manufacturer. Arrival, pre-startup and startup check lists will be included in the installation manual.
2. The customer shall verify to the manufacturer the final inflation date. The installation shall not proceed until the conditions have been approved by the manufacturer.

C. SITE PREPARATION:

1. The Customer shall be responsible for site preparation prior to installation. Site preparation includes but is not limited to:
 - a. The clearing of foundation and equipment pads that the new dome and components will be installed upon, and adding new pads at the inflation unit if required.
 - b. Site utilities suitable for the proper operation of the equipment as detailed by the Manufacturer
 - c. Arranging for a local electrician and other technicians to complete the utility connections as detailed by the Manufacturer's approved submittal details. Internal connections within the mechanical units shall be by the Manufacturer.

D. INSTALLATION:

1. The Customer's installer shall be responsible for rigging and gross setting of the equipment and components at the Customer's expense. Installation includes but is not limited to:
 - a. Provide all tools and equipment necessary for the installation per the Manufacturer's instructions.
 - b. Unloading and temporary storage of the equipment.
 - c. Rigging and placement of the equipment.
 - d. Gross wiring of electrical connections between shipping splits of the mechanical equipment. Structure erection/inflation under the direct supervision of the Manufacturer. Fine connections shall be by the Manufacturer.
 - e. Provisions for temporary restrooms, personal protective equipment, and all other labor support.
 - f. Site cleanup.
 - g. The Manufacturer shall provide a minimum of three (3) consecutive days on site to supervise the installation process, in addition to preliminary and design/inspection visits.
 - h. Manufacturer's Field Services: The Manufacturer shall provide a minimum of one (1) day on site start-up service for each primary inflation air handling unit (AHU). This service may be included in the days covered under (g) above.

E. PROTECTION:

1. Protect installed product and finish surfaces from damage during construction.

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2. The Customer will inflate the building for any purpose, temporary or permanent, until Manufacturer has reviewed the installation of the structure, and operation of the inflation equipment.
- F. CLOSE OUT DOCUMENTS:
1. Manufacturer shall execute all project close out documents contained in Manufacturer's Installation Manual and the Customer's purchase requirements within one week of initial building inflation. Copies shall be submitted by the Manufacturer to the Customer.

END OF SECTION 133000

**ATTACHMENT A
SUPPLEMENTAL DOCUMENTATION**

BULLOCH COUNTY BOARD OF COMMISSIONERS

SPLASH-IN-THE-BORO FABRIC DOME REPLACEMENT

BID FORM

1. The undersigned BIDDER (also known as MANUFACTURER) proposes and agrees, if the Bid is accepted, to enter into an agreement with CUSTOMER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security, if any. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen days after the date of CUSTOMER'S notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER is aware of the general nature of Work to be performed by CUSTOMER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

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(f) BIDDER has given CUSTOMER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CUSTOMER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over CUSTOMER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following prices and sum.

Base Bid - Replace the Air-Supported Fabric Structure (a.k.a. Dome) and the associated equipment, in kind:

Lump Sum: _____ (\$ _____)

(Written Figure)

ADD-ALTERNATES:

Add-Alternate "A" – Complete Installation Service:

_____ (\$ _____)

Add-Alternate "B" – Replace the existing pool cover installation tarp:

_____ (\$ _____)

Deduct-Alternate "C" – Use Existing Lighting Units:

_____ (- \$ _____)

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NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

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VENDOR DECLARATION

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to April 17, 2019 @ 3:00pm but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name	Title
------	-------

Name	Title
------	-------

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

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CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Date of Authorization

Company Name

By: _____

Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__.

Notary Public

My Commission Expires:

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

**ATTACHMENT B
SAMPLE CONTRACT**

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract - Example

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A.
- B.
- C.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence no later than 15 days of the County’s issuance of a notice to proceed and shall be completed October 5, 2019. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$_____.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of 0%, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the

Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$ 0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

17. Builder's Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the

County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County's purchase of builder's risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder's Risk Insurance shall be provided as follows:

- (X) Not required
- () Furnished by County
- () Furnished by Contractor

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

- A. Payment Bond: Required (X) Not Required ()
- B. Performance Bond: Required (X) Not Required ()

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
115 N Main Street
Statesboro, GA 3045
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

24. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

25. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

26. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

27. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

By: _____

By: _____

County Manager

Title: _____

Attest: _____

Attest: _____

County Clerk

Title: _____