

BIDDING DOCUMENTS

PREPARED FOR

**EFFINGHAM COUNTY BOARD OF
COMMISSIONERS**

STILLWELL-CLYO ROAD FIRE STATION



PURCHASING BID: ITB No. 17-55-001

PROJECT No. 16-001

FEBRUARY 2017

**Effingham County Board of Commissioners
Stillwell-Clyo Road Fire Station**

ITB No. 17-55-001
Project No. 16-001

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SECTION A
NOTICE TO CONTRACTORS

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Sealed BIDS will be received by the **Effingham County Board of Commissioners** at the office of the **Purchasing Agent** until **2:00 PM** (Eastern Time) on **Tuesday April 4, 2017** and then at said office publicly opened and read aloud.

The Work to be bid consists of furnishing all materials, labor and equipment for:

Construction and erection of a metal building located in Effingham County to be used for Effingham County Fire Rescue as shown on building plans. Construction must provide for turnkey operation for the County.

A MANDATORY PRE-BID CONFERENCE has been scheduled for **9.30 AM (Eastern Time) Friday March 24, 2017** and will be conducted in the large conference room of the EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. An accompanied site visitation will follow.

Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Conference.

Any questions that arise after the pre-bid conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00 PM (Eastern Time) Tuesday March 28, 2017** No response will be given to any questions received after **5.00 PM (Eastern Time) Tuesday March 28, 2017**. Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00 PM (Eastern Time) Friday March 31, 2017**

The only official answer or position of Effingham County will be the one stated in writing.

All proposals shall be accompanied by a BID BOND in favor of the Effingham County Board of Commissioners in the amount of at least five percent (5%) of the BID for the complete work. The BID BOND shall be forfeited to the **Effingham County Board of Commissioners** as liquidated damages if the BIDDER fails to execute the CONTRACT and provide PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days after being notified that he has been awarded the Contract.

Payment will be made on a monthly basis for work performed the previous month, less retainage. Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule.

The BIDDER is expected to examine the sites of the proposed work, the BIDDERS CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS and AGREEMENT forms before submitting a BID.

The **Effingham County Board of Commissioners** reserves the right to reject any and all Bids and to waive any informality in the bidding. Additionally Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. No Bids shall be withdrawn within 60 days after the actual date of the opening thereof. Bids from noncertified Bidders will not be considered.

The BID DOCUMENTS may be examined at the following location: **Effingham County Board of Commissioners, Administrative Complex, 601 North Laurel Street, Springfield GA, 31329.**

Copies of the BID DOCUMENTS may be obtained at:

<http://www.effinghamcounty.org/DepartmentsGP/PurchasingandProcurement.aspx>

The Completion Date for this Contract shall be 180 days from the date of the NOTICE TO PROCEED.

Bids shall be submitted in a sealed envelope, marked with the Purchasing Bid Number and Title, as well as the BIDDER'S name, and shall be addressed to the **Effingham County Board of Commissioners.**

ATTENTION: Effingham County Purchasing Agent

601 N. Laurel Street
Springfield, GA 31329

The BID must be submitted in duplicate and will include the following signed documents:

1. DOCUMENT CHECK LIST
2. DRUG FREE WORKPLACE CERTIFICATION, Attachment A
3. PROMISE OF NON-DISCRIMINATION STATEMENT, Attachment B
4. BIDDERS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, Attachment C
5. NON COLLUSION AFFIDAVIT, Attachment D
6. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CONTRACTOR AFFIDAVIT, Attachment E
7. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT SUB-CONTRACTOR AFFIDAVIT (if applicable) Attachment F
8. GA PROFESSIONAL LICENCE CERTIFICATION (Bidder MUST have a General Contractors License), Attachment G
9. GENERAL CONDITIONS

10. COMPLETED BID FORM
11. BID BOND (see section F for sample), CERTIFIED CHECK OR CASHIER'S CHECK
12. CERTIFICATE OF INSURANCE (in the same form as Attachment J)
13. COMPLETED W-9

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SECTION B

INSTRUCTIONS TO BIDDERS

1.1 Purpose: The purpose of this document is to provide general and specific information for use in submitting a Bid or Proposal to supply Effingham County with equipment, supplies and/or services as described herein. All bids / proposals are governed by the Code of Effingham County, and the laws of the State of Georgia.

1.2 How to Prepare Bid Proposals: All bid proposals shall be submitted on the form enclosed herewith, unless otherwise prescribed, and all documents must be submitted

All bid proposals shall be typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid / proposal. **All signature spaces must be signed.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 How to Submit Bid Proposals: All bid proposals shall be:

A. Submitted in sealed opaque envelopes, plainly marked with the bid number, bid title, bid closing date, and company name.

B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

- **Mailing Address: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**
- **Hand Delivery: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**

Please check the County's website www.effinghamcounty.org prior to submission for any addendum to the ITB.

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 How to Submit an Objection: Objections from Bidders to this request for quote and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the request for quote documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for quote.

1.5 Failure to Bid: If a Bid is not submitted, the business should return this request for quote completing the No-Bid Statement, stating the reason therefore, and indicate whether the business should be retained or removed from the County's Bidders list.

1.6 Errors in Bids: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.

- 1.7 Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract.
- 1.8 Confidentiality of Documents:** Upon receipt of a bid by the County the bid shall become the property of the County without compensation to the Contractor, for disposition or usage by the County at its discretion. *The particulars of the bid documents will remain confidential until final award of the contract.*
- 1.9 Bidder:** Whenever the term “Bidder” is used it shall encompass the “person,” “business,” “contractor,” “supplier,” “contractor,” or other party submitting a bid or proposal to Effingham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 Contract:** Whenever the term “Contract” is used it shall encompass “purchase order” and “agreement.”
- 1.11 Responsible / Responsive Bidder:** Responsible Bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the request for quote.
- 1.12 Compliance with Laws:** The Bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.13 Governing Law:** Any contract and/or agreement and any addendums to it that result from this ITB shall be governed by the laws of Georgia, with venue in Effingham County.
- 1.14 Contractor:** Contractor or subcontractor means any person or business having a contract with Effingham County. The Contractor/Contractor of construction, supplies, goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.15 County:** Whenever the term “County” or “Owner” is used it is to refer to the Effingham County Board of Commissioners.
- 1.16 Debarred Firms and Pending Litigation:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any bidder/firm previously defaulting or terminating a contract with the County will not be considered.
Bidder acknowledges that in performing contract work for the County, Bidder shall not utilize any firms that have been a party to any of the above actions. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with the firm with respect to County contract.

** All Bidders are to read and complete the Bidder's certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment C to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.17 Protection of Resident Workers: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.18 Immigration: On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Bidders are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. **Failure to do so may result in your solicitation response being rejected as non-responsive**

1.19 Non-Collusion Affidavit: All Contractors must complete the non-collusion affidavit enclosed as Attachment D per OCGA 36-91-21 (e).

1.20 Statement of Disclosure: All Contractors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the contractor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled

or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

- 1.21 Term of the Contract:** The contract period will be for the period specified in the contract document.
- 1.22 Termination of Contract:** Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Contractor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Contractor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Contractor, terminate the agreement with said Contractor for such default. If this agreement is so terminated, the Contractor shall be paid only for work satisfactorily completed. The Contractor shall have the right to terminate the contract with Effingham County by giving written notice 90 days in advance of its election to do so and by specifying the effective date of such termination.
- 1.23 Insurance Provisions:** The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

Limits of Insurance:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

1.24 Additional Coverage for Engineering, Architectural and Surveying Services: Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

1.25 Indemnification: The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR’S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses

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related thereto including reasonable attorney’s fees, litigation costs, and expert witness fees, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR’S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

1.26 Payments: Advance payments for work contracted as a result of this ITB shall not be granted unless specified in writing in the contract.

Progress payments or draw for work contracted as a result of this ITB shall not be granted unless specified in writing in the contract.

Payment of invoices resulting from work contracted as a result of this ITB will be made within the time frame specified in the contract resulting from this ITB.

Final payment for any work contracted as a result of this ITB shall be made within the time frame specified in the contract resulting from this ITB.

Notwithstanding any other payment provisions of a contract resulting from this ITB, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of full payment under a contract resulting from this ITB unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted for work performed under a contract resulting from this ITB.

1.27 ITB SCHEDULE:

Invitation to Bid	Date/ Time
Owner issues public advertisement of ITB	Thursday February 23, 2017
Mandatory Pre-Bid Conference	9.30 AM (Eastern Time) Friday March 24, 2017
Deadline for submission of written questions: Fax : 912-754-8413 / Email : fcharleton@EffinghamCounty.org Hand deliver /regular mail : Effingham County Board of Commissioners, Purchasing Office, 601 N Laurel Street, Springfield, GA 31329	5.00 PM (Eastern Time) Tuesday March 28, 2017
Addendum issued to answer questions (if any) and posted online at www.effinghamcounty.org	5.00 PM (Eastern Time) Friday March 31, 2017
Deadline for submission of Bids	2.00 PM (Eastern Time) Tuesday April 4, 2017
Bid goes before the Board of Commissioners for approval	Tuesday April 18, 2017
Results posted online at www.effinghamcounty.org	Wednesday April 19, 2017 before 5.00pm (Eastern Time)

SECTION C

ATTACHMENTS A-H

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____ , 20 ____

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) _____

Name _____, (herein after “Company”), Title

In consideration of the privilege to Bid on the following Effingham County Procurement titled **ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to Effingham County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded;

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

ATTACHMENT C

**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this bid / proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, Board of Education or local municipality. Bidder agrees that by submitting this bid / proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or Typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

I, _____ certify that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY, ALL OFFICERS, AGENTS, MEMBERS, MANAGERS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**ATTACHMENT E
STATE OF GEORGIA - EFFINGHAM COUNTY
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County 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, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

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 Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

Date Authorized to use E-Verify

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: _____, 20____

* 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 F
STATE OF GEORGIA - EFFINGHAM COUNTY**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Effingham County 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, and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the Contractor in order to be provided to the County within five (5) days of entering into the contract for hire.

EEV/ Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____, 20 ____

* 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 G

GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to this Bid.

Signed: _____

Date: _____

ATTACH COPY OF LICENCE(S)

ATTACHMENT H

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your “responsiveness” and “constructive” comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

- Specifications – Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing – Unique item, production time for model or item has expired, etc.
- Bid Time – Insufficient time to properly respond to bid or proposal.
- Delivery Time – Specified delivery time cannot be met.
- Payment – Delay in payment terms. Please be specific.
- Bonding – We are unable to meet bonding requirements.
- Insurance – We are unable to meet insurance requirements.
- Removal – From Bidders list for this particular commodity or service.
- Keep – Our Company on your Bidders list for future reference.
- Project is
 - Too Large
 - Too Small
 - Site Location Too Distant
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Bid package. Check one below.

Interest in this project as a: Prime Contractor Sub-Contractor Supplier

ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station

Signature: _____ **Telephone Number:** _____

Firm Name: _____

ATTACHMENT I

Legal Notice

Invitation to Bid

ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station

Effingham County, Georgia is seeking bids from firms interested in **ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station**

Sealed proposals are due by **2:00 P.M. (Eastern Time) Tuesday April 4, 2017** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Invitation to Bid is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

ATTACHMENT J

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)									
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
INSURED		INSURERS AFFORDING COVERAGE		NAIC #									
		INSURER A:											
		INSURER B:											
		INSURER C:											
		INSURER D:											
		INSURER E:											
COVERAGES													
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">WC STATU-TORY LIMITS</td> <td style="font-size: x-small;">OTH-ER</td> </tr> <tr> <td style="font-size: x-small;">E.L. EACH ACCIDENT</td> <td style="font-size: x-small;">\$</td> </tr> <tr> <td style="font-size: x-small;">E.L. DISEASE - EA EMPLOYEE</td> <td style="font-size: x-small;">\$</td> </tr> <tr> <td style="font-size: x-small;">DISEASE - POLICY LIMIT</td> <td style="font-size: x-small;">\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
DISEASE - POLICY LIMIT	\$												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS													
CERTIFICATE HOLDER			CANCELLATION										
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE										

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION D
PAYMENT BOND (sample)

KNOW ALL MEN BY THESE PRESENTS that [*Insert name of contractor*] (hereinafter called the “Principal”) and [*Insert name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto Effingham County Board of Commissioners (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of [*Insert contract amount*], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [*insert date of contract*], which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the construction of a project known as [*insert name of project*], as more particularly described in the Construction Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Construction Contract.
2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be

performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ of _____, 20__.

Attest: *[Principal]*

Title

Attest: *[Surety]*

Title

SECTION E
PERFORMANCE BOND (sample)

KNOW ALL MEN BY THESE PRESENTS _____ [*Insert name of contractor*] (hereinafter called the “Principal”) and _____ [*Insert name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto Effingham County Board of Commissioners (hereinafter called the “Owner”) and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the _____ [*description of the project*], more particularly described in the Construction Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1) Complete the Construction Contract in accordance with the terms and conditions; or
- 2) Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts 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 penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner;
- 3) Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney’s fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

(Principal)

By:

(SEAL)

Attest:

Secretary

(SEAL)

By:

Attest:

Secretary

[Attach Power of Attorney]

SECTION F
BID BOND (sample)

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ *[Insert contractor's name]*, as Principal, hereinafter called the Principal, and (Surety) _____ a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, and held and firmly bound unto

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (\$_____), or percent (_____ %) of the amount bid, whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

[Insert name, address and description of project.]

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a

Contract with the Obligee in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____, 20____.

(Principal)

By:

(Witness) (Title)

SECTION H
SCOPE OF WORK

DESCRIPTION:

The successful bidder will provide engineered building plans, manufacture, delivery, construction and erection of a metal building located in Effingham County to be used as a fire station as shown on building plans. Construction must provide for turnkey operation for the County.

All plans must be approved and stamped by a registered professional engineer licensed in the state of Georgia, and will be provided by the successful bidder.

Building Location: 475 Stillwell-Clyo Rd. Springfield, GA 31329.

Warranty: Manufacturer's Standard 20 year warranty on all metal, 2 year materials and workmanship warranty provided by contractor.

Foundations:

Foundation drawings have been provided as a part of this ITB package.

Civil Design:

Engineered civil/site drawings, plans, and specifications have been provided as part of this ITB package.

Mechanical, Electrical, Plumbing:

Engineered M.E.P. drawings and specifications have been provided as part of this ITB package.

Architectural:

Measured drawings and specifications have been provided as part of this ITB package.

Miscellaneous Provisions of Note:

- Bidder will provide all materials, labor and equipment as necessary to complete all work required for the construction of this project.
- Bidder will coordinate with other contractors, subcontractors, and owner as necessary to perform work.
- Bidder will be responsible for all construction permits required by local authority having jurisdiction.
- Bidder is responsible for reviewing all bid documents and has included all costs associated with meeting the requirements of this request for bid in the lump sum bid amount.
- Bidder will be responsible for coordinating compaction and concrete tests with the County's third party inspector and for any other required inspections.
- Bidder will take necessary measures to ensure operations and processes occurring outside the work area are not interrupted or endangered in any way.
- Bidder is responsible for safety measures related to their work including safety barriers and signage.
- Bidder is responsible for building layout and pre-existing system evaluation prior to performing the work.
- Bidder is responsible for completing the project in compliance with state, local and federal regulations.
- Bidder must hold the applicable state license, as required by the State of Georgia to complete this work.
- Site: Laydown area for materials will be provided; the site is located on a 1.35 acre parcel, accessible by tractor trailer. Contractor is responsible for temporary power to the site. The site is to utilize a well and septic system for water and sewer.

- Rough grading of site, to within approximately 0.1', shall be performed by the County. Bidder is responsible for fine grading and coordination with the County as required to achieve this.

INTENTIONALLY LEFT BLANK

SECTION I
BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price (COMPLETE)	\$
-------------------------------	----

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees to commence work within ten (10) days after the Notice to Proceed is issued and to complete all Work within **180** calendar days after the 10 day period.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of _____;
 - B. List of Proposed Subcontractors (Section G);
 - C. Evidence of authority to do business in the state of the Project;
 - D. Drug Free Workplace Certification (Attachment A);
 - E. Promise of Non Discrimination Statement (Attachment B);
 - F. Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);
 - G. Non Collusion Affidavit (Attachment D);
 - H. Contractor Affidavit and Agreement (Attachment E);
 - I. Subcontractor Affidavit (Attachment F);

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation or Company

Corporation or Company Name: _____(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

INTENTIONALLY LEFT BLANK

SECTION J
AGREEMENT BETWEEN OWNER AND
CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction and erection of a metal building located in Effingham County to be used for Effingham County Fire Rescue as shown on building plans as further described below.

Contractor agrees to perform and construct all work depicted on or listed in the Contract Document drawings and specifications including all work customarily associated therewith or which is necessary for the proper construction, installation and/or safe operation of the Work during and after construction. Contractor agrees that its price includes all work needed even where not specifically shown on the drawings or contained in the specifications in the Contract Documents but which is reasonably inferable therefrom or should be installed as part of good industry practice.

Further, Contractor shall be responsible for making sure all subcontractors review the plans and specifications for all work of others that touches, bears on, concerns, or relates to the subcontractor’s scope of work.

Contractor represents that it has physically inspected the site, is familiar with all site conditions and has had the opportunity to conduct all investigations it desires relating to site conditions. Accordingly, if Contractor encounters any differing site conditions, including but not limited to, subsurface rock, subsurface water, subsurface contamination, subsurface artifacts of historical significance or unsuitable soils, it shall bear the cost of removal, remediation, and/or added site preparation costs caused by such differing site conditions. Differing site conditions shall not entitle Contractor to any increase in the contract price or time both of which are expressly waived by the Contractor.

1.01 *The Project*

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB NO. 17-55-001 – Construction of Stillwell-Clyo Road Fire Station**

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Public Works Department (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Completion and Final Payment*

The Work shall be completed within **180** days after the date of the Notice to Proceed.

ARTICLE 4 – DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250.00** for each day that expires after the time specified in Paragraph 3.02 above for Completion until the Work is complete.

4.02 The Contractor accepts the risk that the progress of its work may be delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for any reason, including where delays are caused by design professionals, the Owner or those for whom the Owner is responsible. Contractor agrees that in the event the progress of its work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons outside of Contractor’s control, as its sole and exclusive remedy, it shall be entitled to an extension of time equal to the length of the period of delay but in no event shall be entitled to additional money or monetary damages. For purposes of this paragraph, all work performed by Contractor or its subcontractors, suppliers, materialmen and laborers are within the Contractor’s control. If Contractor’s work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons within Contractor’s control, then Contractor shall not be entitled to an extension of time and shall at its sole cost and expense accelerate performance as necessary to perform the work within the time required herein. Contractor waives and releases all claims for delays, disruption, interference or inefficiency.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price (COMPLETE)	\$
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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Technical Specifications Section 1 1290. Applications for Payment will be processed by Engineer as provided in this section

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit. The making of a progress payment by Owner does not constitute acceptance of any work. Owner reserves the right to withhold payment if work is deficient, defective, tardy, or

proceeding in an unsafe manner. Contractor shall obtain statutory lien waivers from all subcontractors and suppliers.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
 - a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
 - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer. The final payment is conditioned upon completion of the work in accordance with the Contract Documents, plans, and specifications. Therefore, all punch list items shall be completed to the satisfaction of the Owner, and Owner shall be provided a certificate of occupancy and all other required approvals including final lien waivers from all subcontractors and suppliers. Further, Contractor shall provide Owner with all manufacturers' warranties.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits

to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in this Paragraph 8.01, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Specifications as listed in the table of contents of the Project Manual.
 - 3. Addenda (numbers _____ to _____, inclusive).
 - 4. Instructions to Bidders.
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages __ to __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages __ to __, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assign*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly persons or their property to influence their participation in the bidding process or to affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Effingham County Board of Commissioners

By: _____

Title: Chairman

Attest: _____

Title: County Clerk

Address for giving notices:

601 N. Laurel Street
Springfield, GA 31329

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a limited liability company, a partnership or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

SECTION K
NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB NO. 17-55-001 – CONSTRUCTION OF STILLWELL-CLYO ROAD FIRE STATION

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within **180** calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$250.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this ____ day of _____, 2017

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____