



**BULLOCH COUNTY BOARD OF COMMISSIONERS  
115 NORTH MAIN STREET  
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID  
STATESBORO-BULLOCH COUNTY AIRPORT TERMINAL ROOF REPLACEMENT**

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 existing roof on the airport terminal at the Statesboro-Bulloch County Airport located at 601 Airport Blvd.

**Mandatory Pre-Bid:** There will be a **mandatory pre-bid meeting** on November 17, 2020 at 10:00 AM, at the job site, 601 Airport Blvd., Statesboro GA 30461. All contractors wishing to submit a bid must attend this pre-bid meeting. If the contractor or a representative of the contractor does not attend this meeting any submission for this project will be rejected.

**Questions:** Questions not asked at the mandatory pre-bid meeting will be directed to the Purchasing Manager in writing (email is preferable) no later than November 19, 2020 by 4:00 PM. Answers to questions will be addressed no later than November 23, 2020 by 4:00 PM.

**Bid Submission Deadline:** The deadline for receipt of sealed bids is 3:00 PM, December 9, 2020. Late bids will not be considered. 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, 115 North Main Street, Statesboro, Georgia 30458. The 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 at the Bulloch County Commissioners North Main Annex, in 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 Project Manager will recommend the selection of a bid or bids 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](mailto:fbragg@bullochcounty.net) or retrieved from 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. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

**Bid Identification:** The outside of the sealed envelope shall include the wording: Airport Terminal Roof Replacement; Bid Opening: December 9, 2020 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

**Check List:** There is a checklist on **page 28** that lists the forms that **must** be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

**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.

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 proposal 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.

**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.

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. Time is of the essence.

## **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 to the Statesboro-Bulloch County Airport located at 601 Airport Blvd., 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.

**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.

**Project Schedule:** The project shall be defined in the notice to proceed and be complete according to the time schedule set forth in the contract. Time is of the essence.

**Insurance Requirements:** The Contractor must submit with bidding documents, a Certificate of Liability 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 and its officials, officers, and employees as 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:** A bid bond in the amount of 5% of the total bid is required to be submitted with the bid. If the contract is awarded, the successful bidder will be required to furnish payment and performance bonds in the amount of 100% the contract. Sureties for bid bonds, payment bonds, and performance bonds must be good and solvent sureties licensed to do business in the State of Georgia and **must be on the U.S. Treasury Department's list of approved sureties in Circular 570.**

**Contract:** The successful bidder shall be required to enter into a contract that is substantially the same as the contract included herewith.

**Payment:** Payments will be made upon completion of work and acceptance by the County on invoices submitted and approved by the Project Manager within (30) thirty days of 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, gender, 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 Statesboro-Bulloch County Airport located at 601 Airport Blvd., Statesboro GA 30461.

**Product Compliance:** Bidders must submit with their bid the printed specifications on the products used for the replacement of the roof.

**Quality:** Acceptable manufacturers are listed below (Section 07410, 2.2B).

**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 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.

**Immigration:** On July 1, 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 for Georgia’s public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator’s name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). There are no alphabetical letters in the E-verify Company ID#.

If you only include the third party administrators name or number and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

**Drawings:** A diagram containing the roof plans is in a separate attachment.

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.

For technical questions concerning this bid contact Kathy Boykin, Airport Manager, at 912.764.9083 or [k.boykin@statesboroairport.com](mailto:k.boykin@statesboroairport.com)

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net).

**TECHNICAL SPECIFICATIONS INDEX**

**DIVISION 1 GENERAL CONDITIONS**

01230 ALTERNATES

**DIVISION 7 THERMAL AND MOISTURE PROTECTION:**

07410 PREFORMED METAL STANDING SEAM ROOFING  
07620 SHEET METAL FLASHING AND TRIM

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## **SECTION 01230 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

#### **1.2 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

#### **1.3 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Schedule: A Schedule of Alternates is included at the end of this Section.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF ALTERNATES**

##### **A. Alternate No. 1: ROOFING PANELS**

- 1. Under Base Bid provide work indicated.
- 2. Under this Alternate delete Aluminum Roofing Panels & Flashings. Replace with 22 gauges steel Roofing Panels and flashings.

**END OF SECTION 01230**



## **SECTION 07410 - PREFORMED METAL STANDING SEAM ROOFING**

### **PART 1 - GENERAL**

#### **1.2 SUMMARY**

- A. Section Includes
  - 1. Factory formed Standing Seam metal roof panels
- B. Related work specified elsewhere. (Note: select from the below or add appropriate sections)
  - 1. Section 07600 - Flashing and Sheet Metal

#### **1.3 DEFINITIONS**

- A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weathertight roofing system.
- B. References:
  - 1. American Society for Testing and Materials (ASTM)
    - a. ASTM B 209: Aluminum and Aluminum Alloy Sheet and Plate
  - 2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
    - a. SMACNA Architectural Sheet Metal Manual, 1993 edition
  - 3. American Iron and Steel Institute (AISI)
    - a. AISI Cold Formed Steel Design Manual
  - 4. Aluminum Association
    - a. Aluminum Design Manual
  - 5. Metal Construction Association
    - a. Preformed metal Wall Guidelines
  - 6. Code References
    - a. SBC Standard Building Code

#### **1.4 QUALITY ASSURANCE**

- A. Petersen Aluminum Corp, Acworth, GA, 800-272-4482 products establish a minimum of quality required.
- B. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.
- C. Panels shall be factory-produced only. No portable, installer-owned or installer-rented machines will be permitted.

#### **1.5 SUBSTITUTIONS**

- A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

## **1.6 SYSTEM DESCRIPTION**

### **A. Material to comply with:**

1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

## **1.7 ROOF SYSTEM PERFORMANCE TESTING**

- A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.
- B. Roof System shall be designed to meet Standard Building Code Wind Load requirements.
- C. Panels to meet:
  1. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646 there shall be no uncontrolled water penetration or air infiltration through the panel joints.
  2. Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL standard 580 and panel system shall be ASTM 1592 Tested and approved
  3. UL 2218 - Impact Resistance rated.

## **1.8 WARRANTIES**

- A. Weathertight warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  1. Warranty Period: 20 Years from date of Substantial Completion
- B. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.
  1. Exposed Panels Finish - deterioration includes the following:
    - a. Color fading more than 5 hunter units when tested according to ASTM D 2244
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214
    - c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.
  2. Warranty Period: 20 Years from the date of substantial completion
- C. Applicator shall furnish written warranty for a two (2) year period from date of substantial completion of building covering repairs required to maintain roof and flashings in watertight condition.

## **1.9 SUBMITTALS**

- A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.
- B. Provide finish samples of all colors specified.

- C. Shop drawings: Show fabrication and installation layouts of metal roof panels, metal wall panels or metal soffit panels, details of edge conditions, side-seam joints, panel profiles, corners, anchorages, trim, flashings, closures and accessories, and special details.  
Distinguish between factory and field-assembled work

### **1.10 DELIVERY, STORAGE AND HANDLING**

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.
- B. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- C. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.
- D. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.
- E. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

### **1.11 PROJECT CONDITIONS**

- A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

### **1.12 COORDINATION**

- A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim and construction of decks, parapet walls and other adjoining work to provide a leakproof, secure and noncorrosive installation.

## **PART 2 - PRODUCTS**

### **2.1 PANEL DESIGN**

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates and accessories required for a weathertight installation.
- B. Roof panels shall be Snap Clad standing seam in 16" widths with 1 3/4" high seam.

- C. Panels to be produced with Factory supplied hot melt mastic in the seams.
- D. Panels to be produced With Stiffening Ribs.
- E. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for the expansion and contraction of the entire roof system resulting from variations in temperature.
- F. Forming: Use continuous end rolling method. No end laps on panels. No portable rollforming machines will be permitted on this project, no installer-owned or installer-rented machines will be permitted. It is the intent of the Architect to provide Factory-Manufactured panel systems only for this project.

## **2.2 ACCEPTABLE MANUFACTURERS**

- A. Basis of Design: This project is detailed around the roofing product of Petersen Aluminum Corporation Petersen Aluminum Corp, Acworth, GA, 800-272-4482, Snap Clad.
- B. Acceptable Manufacturers whose products comply, include the following.
  - 1. Fabral, Jackson, GA
  - 2. MBCI, Douglasville, GA
  - 3. McElroy Metal, Peachtree City, GA

## **2.3 MATERIALS AND FINISHES**

- A. Preformed roofing panels shall be fabricated of .032 Aluminum
- B. Color shall be Military Blue
- C. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.
- D. If Strippable coating to be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.
- E. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.
- F. Closures: use composition or metal profiled closures at the top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.
- G. Fasteners: Fasteners shall be of type, material, size, corrosion resistance, holding power and other properties required to fasten miscellaneous framing members to substrates.
- H. Substrate shall be Plywood
- I. Roofing Underlayment
  - 1. On all surfaces to be covered with roofing material, furnish and install a 40 mil Peel & Stick membrane, required as outlined by metal panel manufacturer. Membrane to

be a minimum of 40 mil thickness, smooth, non-granular, high temperature. **Basis of design:** Carlisle WIP 300 HT High Temperature Protection Self Adhering Roofing Underlayment. Other acceptable manufacturers include:

- a. W.R Grace "Ice & Water Shield"
  - b. Interwrap Titanium PSU-30
  - c. Tamko TW Tile and Metal Underlayment
2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6, and well secured along laps and at ends as necessary to properly hold the felt in place. All underlayment shall be preserved unbroken and whole.
  3. Peel and Stick Underlayment shall lap all hips and ridges at least 12 to form double thickness and shall be lapped 6 over the metal of any valley or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weathertightness Warranty.

J. Sealants

1. Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or
2. one part polysulfide not containing pitch or phenolic extenders or
3. Exterior grade silicone sealant recommended by roofing manufacturer or
4. One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer.

## 2.4 FABRICATION

- A. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication.
- B. Fabricate components of the system in factory, ready for field assembly.
- C. Fabricate components and assemble units to comply with fire performance requirements specified.
- D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation.
- B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 FASTENERS

- A. Secure units to supports
- B. Place fasteners as indicated in manufacturer's standards.

### **3.3 INSTALLATION**

- A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector must have at least five years successful experience with similar applications.
- B. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.
- C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.

### **3.4 DAMAGED MATERIAL**

- A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

**END OF SECTION 07140**

## **SECTION 07620 - SHEET METAL FLASHING AND TRIM**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following sheet metal flashing and trim:
  - 1. Formed roof drainage system.
  - 2. Formed steep-slope roof flashing and trim.

#### **1.2 PERFORMANCE REQUIREMENTS**

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

#### **1.3 SUBMITTALS**

- A. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
  - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

- B. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.

#### **1.4 QUALITY ASSURANCE**

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

#### **1.6 COORDINATION**

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

### **PART 2 - PRODUCTS**

#### **2.1 SHEET METALS**

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished as follows:
  - 1. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.



- a. Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.
  - 1) Color: White.

## **2.2 MISCELLANEOUS MATERIALS**

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
  - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
  - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
  - 4. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## **2.3 FABRICATION, GENERAL**

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.

1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
  1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

## **2.4 ROOF DRAINAGE SHEET METAL FABRICATIONS**

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in continuous sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
  1. Gutter Style: As indicated.
    - a. Aluminum: 0.032 inch (1.0 mm).
- B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
  1. Fabricate downspouts from the following material:
    - a. Aluminum: 0.040 inch (0.8 mm) thick.

## **2.5 FINISHES**

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION, GENERAL**

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
  - 1. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of polyethylene underlayment.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

- E. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
- F. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
  - 1. Aluminum: Use aluminum or stainless-steel fasteners.
- G. Seal joints with elastomeric sealant as required for watertight construction.
  - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- H. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

### **3.3 ROOF DRAINAGE SYSTEM INSTALLATION**

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with elastomeric sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Anchor gutter with spikes and ferrules spaced not more than 24 inches (600 mm) apart.
  - 2. Install gutter with expansion joints at locations indicated but not exceeding 50 feet (15.24 m) apart. Install expansion joint caps.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
  - 1. Provide elbows at base of downspout to direct water away from building.
  - 2. Connect downspouts to underground drainage system indicated.

### **3.4 ROOF FLASHING INSTALLATION**

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

### **3.5 CLEANING AND PROTECTION**

- A. Clean and neutralize flux materials. Clean off excess solder and sealants.
- B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- C. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION 07620**



**BID FORM**

**Statesboro-Bulloch County Airport Roof Terminal Replacement**

- 1. Bid Price for Material Cost: \$ \_\_\_\_\_
- Bid Price for Labor Cost: \$ \_\_\_\_\_
- Shipping Cost (if any): \$ \_\_\_\_\_
- Grand Total for Complete Job: \$ \_\_\_\_\_

GRAND TOTAL IN WORDS: \_\_\_\_\_

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**Alternate #1 – Delete Aluminum Roofing Panels & Finishings and Replace with 22 gauge steel Roofing Panels and flashings.**

**Deduct** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**

**Additive** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**

**Alternate Grand Total:** \$ \_\_\_\_\_

**Alternate Grand Total in Words:** \_\_\_\_\_

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- 2. Does your bid comply with our specifications? (If answer is no, use exceptions to specifications form.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

- 3. Estimated number of days needed before actual work begins? \_\_\_\_\_

- 4. Estimated number of days needed to complete project? \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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



**BULLOCH COUNTY, GEORGIA  
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

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 \_\_\_\_\_

**BULLOCH COUNTY, GEORGIA  
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

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

That the bidder 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 December 9, 2020 @ 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 or bids 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 bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

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Name	Title
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Name	Title
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AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

CONTRACTOR E-VERIFY 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. Call 1(888)464-4218 with questions about e-verify.

\_\_\_\_\_  
EEV/Basic Pilot Program\* E-verify Company ID#

\_\_\_\_\_  
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

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

\_\_\_\_\_  
Bulloch County, Georgia  
Name of Public Employer

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).

## Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 4 – Certificate of Liability Insurance
- 2. Page 5 – Bid Bond for 5% of total bid price
- 3. Page 22 – Exceptions to Specifications Sheet
- 4. Pages 23 & 24 – Bid Form
- 5. Page 25 – Non-Collusion Affidavit
- 6. Page 26 – Bidder Declaration
- 7. Page 27 – Contractor E-verify Affidavit

**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 upon the County’s issuance of a notice to proceed and shall be completed no later than \_\_\_\_ calendar days thereafter. 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 if requested, less retainage of **10** %, 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 and its officials, officers, and employees as additional insureds**, 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. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. 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  
P.O. Box 347  
Statesboro, GA 30459  
Attn: County Manager  
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.  
County Attorney  
P.O. Box 347  
Statesboro, GA 30459  
Fax #: (912) 764-8634

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. 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.

26. 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.

27. 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.

28. 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: \_\_\_\_\_