

GLYNN COUNTY SHERIFF'S OFFICE

MARCH 10, 2010

**REPLACEMENT OF AIR HANDLING
UNITS
GLYNN COUNTY DETENTION CENTER**

INVITATION

FOR

BID

No. 20100409

INVITATION FOR BID

MARCH 10, 2010

BID # 20100409

**Replacement of Air Handling Units
Glynn County Detention Center**

GLYNN COUNTY SHERIFF'S OFFICE

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**GLYNN COUNTY SHERIFF'S OFFICE
1812 NEWCASTLE STREET
BRUNSWICK, GA 31520
Phone: (912) 554-7600, Fax: 912-554-7682
Email: rcorbett@glynncounty-ga.gov**

MARCH 10, 2010

Bid No. 20100409

INVITATION

This is an invitation to submit a bid to Glynn County Sheriff's Office for the replacement of five air handling units at the Glynn County Detention Center located at 1812 Newcastle St., Brunswick, Ga. 31520 as indicated herein. Sealed bids will be received at the Sheriff's Office, at the above address up to **2:00 p.m. on April 9, 2010** at which time they will be opened and publicly read.

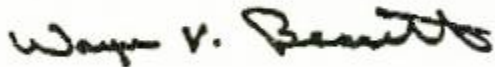
Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink. Bids submitted as a result of this invitation must include the "Bid Form" and be returned in a sealed envelope or container marked "**SEALED BID**" with applicable "**BID NUMBER**" on the outside. Submittal data to be included with "**SEALED BID**" and shall consist of drawings giving dimensions, arrangement, construction materials, fan performance curves, coil capacity, horsepower, electrical characteristics, frequency drive data, and installation instructions. No bid can be considered unless so received.

A mandatory site visit for all interested bidders will be Wednesday, March 24, 2010 at 10:00 A.M. at the Glynn County Sheriff's Office located at 1812 Newcastle St., Brunswick, GA. Any questions and/or misunderstandings that may arise from this invitation should be submitted, in writing and forwarded, to the undersigned. Answers to questions submitted that materially change the conditions and specifications of this solicitation will be promulgated to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and promulgated in an addendum. Generally, when addenda are required, the bid opening date is extended.

The Glynn County Sheriff's Office provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Glynn County Sheriff's Office.

The Glynn County Sheriff's Office reserves the right to reject any and all bids, waive technicalities and make the award in the best interest of the Sheriff Office.

Sincerely,
GLYNN COUNTY SHERIFF'S OFFICE

A handwritten signature in black ink that reads "Wayne V. Bennett". The signature is written in a cursive style with a large, stylized 'W' and 'B'.

WAYNE V. BENNETT
SHERIFF, GLYNN COUNTY

**INVITATION FOR BID
NO. 20100409**

INSTRUCTION TO BIDDERS

1. INTENT:

It is intended that the Instructions to Bidders, General Terms, and Detailed Specifications shall define and describe the complete work to which they relate.

2. WORK TO BE DONE:

The successful Bidder shall remove five air handling units (AHU-2, AHU-7, AHU-8, AHU-9, and AHU-10), furnish and install five air handling units with variable speed drives at the Glynn County Detention Center. This will consist of the following:

Disconnect electrical and all piping from existing units. Remove old units from roof and property. All heavy equipment work will be done from the back employee parking lot. Protecting the roof along the path of lifting and installing/removing equipment will be required. Units will be replaced one at a time, thus there will be different start-up times. Because of limited space, AHU-2 and AHU-8 can be removed, and install new at the same time. Replace all ductwork, access panels, piping and insulation, as needed to prevent leakage of air and/or condensation and associated with the arrangement of each new unit. Bidder shall have unit arrangement configured for existing concrete pad locations. Extending concrete pads will need to be included, if required. Replace existing controls (pneumatic) and equipment (hot and chill water control valves, dampers, etc.) for each air handler with DDC controls that use Bacnet protocol communication, in addition to all electrical, piping, mechanical, and variable drive components necessary to complete a fully functional and compatible with existing system. DDC communication type shall be able to communicate with other manufacturer's equipment. Existing static pressure transmitter for fan control shall be replaced with transmitter compatible with new equipment. Fan section to have totally enclosed fan cooled (TEFC) motor for variable speed drive.

Design specifications of existing units and controls will be available upon the required site visit for each bidder. These specs are to be used as a footprint to calculate the size range of each unit. The sizing and features of the units shall be the equivalent of Carrier 39 models. Mounting of units will be as per

manufacturer's specifications. Unit performance shall be tested and certified in accordance with ARI Standard 430 for Central Station Air-Handling Units. Coils shall be in accordance with ARI Standard 410.

Installer will schedule with owner when the shutdown of each system will occur, dependent on outside temperature. Downtime shall not be more than 2 days per unit. Initial programming, balancing, final testing, certification, and training of equipment to owner's personnel will be done upon completion of all units (systems).

3. SITE EXAMINATION:

The Bidder is advised to examine the location of the work and to inform himself fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the contract. Failure to examine the site will not relieve the successful Bidder of its obligation to furnish all products and labor necessary to carry out the provisions of his contract. The Bidder shall notify the Owner of the date and time he proposes to examine the location of the work. The Bidder shall confine his examination to the specific areas designated for the proposed project. The Bidder is solely responsible for any damages caused by his examination of the site.

4. DETERMINATION OF SUCCESSFUL BIDDER:

The contract will be awarded to the lowest responsive, responsible Bidder; if awarded.

a. Responsibility:

The determination of the Bidder's responsibility will be made by the Glynn County Sheriff's Office based on whether the Bidder:

1. Maintains a permanent place of business.
2. Has the appropriate technical experience.
3. Has adequate plant and equipment to do the work properly and expeditiously.
4. Has suitable financial means to meet obligations incidental to this work.

The Bidder shall furnish, to the Glynn County Sheriff's Office, all such information and data for this purpose as may request. The Glynn County

Sheriff's Office reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the Glynn County Sheriff's Office that he is properly qualified to carry out the obligations of the Contract.

b. Responsiveness:

The determination of responsiveness will be made by the Glynn County Sheriff's Office based on a consideration of whether the Bidder has submitted a complete Bid Form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid Form.

5. BID ALTERNATES:

Bidders are requested to review Bid alternates, if any, as outlined on the Bid Form.

6. CONTRACT TIME:

Contract time shall consist of **Fifteen (15) calendar days** for the completion of work, to be computed from the date of the Notice to Proceed.

7. BID FORM:

Bids shall be submitted on the Bid Form included. Bids shall be based upon unit prices for estimated quantities excepting where bid items require lump sum proposals as indicated by the Bid Form. Where errors or omissions result in discrepancies in bid totals, prices per unit as submitted will be binding.

8. SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Invitation. On the outside of the envelope containing the bid shall be noted the following:

SEALED BID: *Air Handler Units Replacement Bid # 20100409*

BID FORM

Invitation For Bid # 20100409

**REPLACEMENT OF AIR HANDLER UNITS
GLYNN COUNTY SHERIFF'S OFFICE**

Company: _____

Address: _____

Acknowledge Receipt of Addenda #

For furnishing all materials and equipment and performing all labor necessary for the replacement of the Air Handling Units at the Glynn County Sheriff's Office Detention Center. Costs shall be all inclusive and any item of work required but not specifically listed shall be included in the cost of related items. All work shall be performed as shown on the drawings and as specified in the technical specifications for the following firm fixed prices.

BASE BID	
AIR HANDLING UNITS REPLACEMENT	
LABOR	
MATERIAL	
PROJECT TOTAL	

EXPERIENCE AND REFERENCES

The Bidder shall provide references relative to work it has done of similar nature as solicited in this bid. Give references that will afford the Glynn County Sheriff's Office the opportunity to judge as to experience, skill, business standing and financial ability.

PROJECT	CONTACT PERSON	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Bidder further agrees to accomplish all work and provide all material for the lump sum price bid, and understands that the lump sum price is subject to adjustment by either increase or decrease, only through a properly executed change order.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Invitation For Bid and certify that I am authorized to sign this bid for the Bidder.

This _____ Day of _____ 2010

Company Name (*Please Type or Print*) Person Authorized to Sign:

Name: _____ Name: _____

Street: _____ Signature: _____

City: _____ Title: _____

State: _____ Zip: _____

Telephone Number: () _____

Fax Number: () _____

E-Mail: _____

**Glynn County Sheriff's Office
Glynn County, Georgia**

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **Replacement of Air Handling Units at the Glynn County Sheriff's Office** that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her Bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of _____ 2010

Name of Party _____

Corporate or Partnership Name _____

Sworn to and subscribed before me

this _____ day of _____ 2010

NOTARY PUBLIC

My Commission Expires:
(SEAL)

REPRESENTATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Bidder Programs: The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Bidder have the above EEO policy in place?

Yes

No

b. If the answer to a. above is no, will the Bidder have such a policy in place project?

Yes

No

Statement of Assurance: The Bidder herein assures the Sheriff' Office that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

(Firm's Name)

(Authorized Signature)

(Title)

/

(Date)

AFFIDAVIT

This proposal is submitted to Glynn County Sheriff's Office by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Glynn County Sheriff's Office. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the Sheriff's Office option, may result in a revocation of the granted contract.

Consent is hereby given to the Glynn County Sheriff's Office to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the Glynn County Sheriff's Office decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Bidder's proposal with no re-submittal rights.

The successful Bidder understands that the Glynn County Sheriff's Office, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the Glynn County Sheriff's Office judgement may best serve the public interest of its citizens and employees, may grant a contract.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Bidder's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: _____

Authorized Person: _____

Signature: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

**INVITATION FOR BID
NO. 20100409**

GENERAL CONDITIONS

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01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as a hurricane, earthquake or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Bid. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents. The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Drawings. The drawings which show the scope, extent and character of the work to be furnished and performed by the Contractor and which have been prepared and reviewed by the Engineer and are referred to in the Contract Documents.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor. The individual, partnership, corporation, or combination thereof including joint ventures who enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

Sheriff's Office. Owner.

Defective. An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient, or performed in an unworkmanlike manner, in that it does not conform to or meet the requirements of the Contract, any inspection, reference standard, test or approval referred to in the Contract, or has been damaged prior to a recommendation of final payment.

Direct. Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the actions of the Engineer or the Owner in directing the Contractor.

Engineer. Whenever the word "Engineer" is used in the contract, it shall be understood as referring to the Engineer of the Owner, or such other Engineer, supervisor or inspector as may be authorized by the Owner to act in any particular area of the Contract.

Equipment. Mechanical, electrical, instrumentation or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the Owner.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

May. Refers to permissive actions.

Owner. Glynn County Sheriff's Office

Owner's Representative. The person, firm or corporation designated by the Owner.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in Part A, Paragraph 01; permits and regulations are discussed in Part A, Paragraph 03.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project. The undertaking to be performed under the provisions of the contract.

Provide. Furnish and install, complete in place.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals. The information which is specified for submission to the Owner in accordance with Division of the project manual.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently

completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date. Date shown on the certificate of Substantial Completion.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

02 - General Warranty and Guarantee Against Defective Work

The Contractor shall warrant and guarantee the work required under this Contract for a period of no less than twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Owner, or Owner's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

03 - Contractor's Insurance

A. Liability.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the Sheriff' Office, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

*The limits of insurance are as follows:

1. general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
2. automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
3. Workers' Compensation Insurance as will protect potential bidder or offer or from Workers' Compensation Acts.

*Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in, Paragraph 06 above.

04 - Business License

Contractors and subcontractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

05 - Obligations and Liability of the Contractor

The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore. All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Engineer as given from time to time during the progress of the work, under the terms of this Contract.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders.

The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the

obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer or the Engineer either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

06 - Responsibilities of the Contractor

A. Subcontractors, Manufacturers and Suppliers.

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

B. Contractor's Employees.

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

C. Payment For Labor and Materials.

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and

cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work.

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

E. Employee Safety.

The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience.

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to fire fighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation With the Construction Inspector.

The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

07 - Preservation and Restoration

- A. The Contractor shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. The Contractor shall provide an approved consultant whose responsibilities shall be to provide direct supervision of all removal and relocation of all shrubbery, hedges, plants and bushes shown to be relocated and plants not shown for relocation but requiring relocation due to the lay out of the sidewalk. He shall protect and carefully preserve from disturbance and damage all survey land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and such monuments and markers shall be properly and accurately restored at no cost to the Owner.
- B. When direct or indirect damage or injury is done to public or private property by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before the damage was done, by repairing or otherwise restoring, or he shall make good such damage in an acceptable manner. All restoration by the Contractor shall be accomplished as soon as construction in the disturbed area is complete.
- C. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors, or to the Owner.
- D. Prior to commencing work on private property, the Contractor shall contact the Owner and/or occupant two (2) days in advance of the time work will commence.
- E. The Contractor shall keep the premises, rights-of-way and adjacent property free from accumulations of waste materials, rubbish and other debris resulting from the work, and progressively as the work is completed he shall remove all waste materials, rubbish and debris from and about the work areas as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean. Prior to approval of a request for partial payment, the Contractor shall clean-up the work areas where construction has been performed during the period for which payment is requested.

F. When the work involves the laying of utility lines across grassed areas, streets, sidewalks, and other paved areas, it shall be the responsibility of the Contractor to restore such areas to their original sound condition using construction techniques and materials which are the same as existing. In the case of planted areas, Contractor shall maintain the restoration work until positive growth has evidenced.

G. In case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost of the Contractor.

08 - Quality

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market from firms of established good reputations, and shall follow standard practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment of work as a whole and in part.

09 - Manufacturer's Directions

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures shall be provided prior to installation of the manufactured articles, material and equipment.

10 - Operation and Maintenance Information

Three (3) complete sets of operation and maintenance information shall be provided for all mechanical and electrical equipment. Such operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts. In addition, the following items of information shall be provided where applicable.

A. Lubrication Information: This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.

- B. Control Diagrams: Diagrams shall show internal and connection wiring.
- C. Start-up Procedures: These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
- D. Operating Procedures: These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.

Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.

- F. Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassemble of the equipment and any safety precautions that must be observed while performing the work.
- G. Parts List: This list consists of the generic title and identification number of each component part of the equipment.
- H. Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts that should be stored by the Owner and any special storage precautions that may be required.
- I. Original warranties as required by the contract documents and as supplied by the manufacturer.

11 - Protection of the Public and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, flagmen and warning signs and take all necessary precautions for the protection of the public.

12- Protection of the Owner's Property

The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. The

Contractor shall adequately protect adjacent private and public property, as provided by Law and Contract Documents.

Before parking any heavy equipment on property of the Owner, the contractor must request and receive permission from the Owner.

13 - Material Delivery, Handling, and Storage

The Contractor shall schedule and sequence the delivery of material and equipment such that installation can be accomplished in a timely manner. The Contractor shall thoroughly examine all material and equipment upon delivery and shall not accept delivery of defective or damaged material or equipment.

Nylon slings and chokers shall be used for lifting all material and equipment. Chains, cables, wire rope, or other such items that may cause change to factory applied coatings shall not be used for handling of material or equipment.

Material and equipment shall be stored as compactly and neatly as practicable at points convenient for the Contractor and which do not damage the work or interfere with or are otherwise hazardous to traffic. Material and equipment shall be stored so as to facilitate inspection and to insure preservation of their quality and fitness for use. All material and equipment shall be stored on wooden skids or platforms such as not to be in direct contact with the ground. All mechanical and electrical equipment shall be stored and covered in a manner such as to completely be protected from dust and moisture. Prior to the delivery of any materials or equipment the Contractor shall submit, for the Engineer's review, a plan showing all designated storage and assembly areas. Should the Contractor choose to store material or equipment or use for assembly property which is not owned by the Owner or the Contractor, a letter of permission signed by the legal owner of the property shall be obtained by the Contractor and submitted to the Engineer a minimum of 24 hours prior to delivery. All material and equipment stored at any facility other than the site shall be tagged with the Owners name and the project number. Payment shall not be made for "Stored Materials" for any material stored at locations or in any manner not suitable to the Owner.

14 - Payment

The parties hereto expressly agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 et. seq., shall not apply to this Contract and is superseded by the terms and conditions of the Contract.

This project will be paid in full following completion of the job by the contractor, final review and approval of the completed work by the Glynn County Sheriff's Office and submission of an invoice to the Glynn County Sheriff's Office by the contractor.

(End of this Section)

**CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY SHERIFF'S OFFICE
AND**

This Agreement made and entered into by and between the Glynn County Sheriff's Office, party of the first part (hereinafter called the "Sheriff's Office" and _____ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The Sheriff' Office at its _____ Meeting awarded the bid for **Replacement of Air Handling Units** hereinafter referred to as the Project (Solicitation # 20100409) and;

WHEREAS, the Contractor and the Sheriff' Office for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Replacement of Air Handling Units** in strict conformity with all sections of the (Solicitation # 20100409), hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed and shall be fully completed within a period of **Fifteen (15)** working calendar days after the effective commencement date. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Sheriff' Office, not as a penalty, but as liquidated damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day that he shall be in default of completing the work within the time limit named herein. If the Contractor abandons the contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Sheriff' Office and the general public of Glynn County Sheriff's Office, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

ARTICLE 3. The Sheriff' Office agrees to pay the Contractor, in current funds, for the performance of this Contract the sum of _____ which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The Sheriff' Office and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the Sheriff' Office budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the "Georgia Prompt Pay Act". Contractor agrees that the work and services required by this contract may require inspection and approval of the Sheriff' Office's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereinunder for an additional and reasonable period of time for the Sheriff' Office department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed. Once the necessary installation and approvals by the engineers or consultants and Sheriff' Office department head has been made, the Sheriff' Office shall have 30 working days from approval by the Sheriff' Office department head in which to pay the Contractor; subject to any documentation requests by the Sheriff's Office as necessary to allow the Sheriff' Office to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage may be instituted by the Sheriff' Office at any time in accordance with laws of the State of Georgia.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the Sheriff' Office, Engineer,

Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Certificate of Insurance
- Part C: Drug Free Workplace
- Part D: Contractor/Subcontractor Affidavit

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, Sheriff's Office personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract, shall be brought in any court in Glynn County Sheriff's Office, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract,

expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County Sheriff's Office, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The Sheriff's Office shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the Sheriff's Office.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County Sheriff's Office as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each bid for public improvements projects submitted to the Sheriff' Office for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the Sheriff' Office.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the Sheriff's Office, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

GLYNN COUNTY SHERIFF' OFFICE

By: _____
Wayne V. Bennett, Sheriff
Glynn County, Georgia

(Seal)

Attest: _____

Title: _____

Date: _____

CONTRACTOR _____

By: _____

Title: _____

(Seal)

Signed and sealed in the
Presence of:

1. _____

2. _____

Attest: _____
(Corporate Secretary)

Title: _____

Date: _____

**PART B
CERTIFICATE OF INSURANCE**

This is to certify that _____
(Insurance Company)
of _____
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

Glynn County Sheriff's Office, 1812 Newcastle Street, Brunswick, Georgia 31520.

It is further agreed that Glynn County Sheriff's Office shall be named as an additional insured on the Contractor's policy

1. Insured:
2. Project Name: **Replacement of Air Handling Units –
Glynn County Detention Center**
3. Project Number: **IFB # 20100409**
4. Policy Numbers(s): _____

DATE: _____

ISSUED BY: _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

NOTE: Please attach Certificate of Insurance form to this page

PART C
DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Title

Date: _____

PART D

CONTRACTOR/SUBCONTRACTOR AFFIDAVIT

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] 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 Glynn County, 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 Rule 300-10-01-.08 or a substantially similar form provided by Glynn County. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Glynn County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Company Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

Brief Description of Service to be performed _____

Note: 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 (SS)

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 which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Company Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

Project: _____
