

## ITB NO. 24-008 INVITATION TO BID

## CONSTRUCTION SERVICES FOR PALM DRIVE-FREDERICA ROAD WATER MAIN CROSSING

JWSC PROJECT NO. 2009

For BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION BRUNSWICK, GA

Issued Friday, February, February 9, 2024

Please submit questions via e-mail to: <u>pcrosby@bgjwsc.org</u>
Deadline for questions is Tuesday, February 20, 2024, at 5:00 p.m. EST

### Bids Due by 12:00 NOON EST Tuesday, March 5, 2024, to:

Purchasing Division
Pam Crosby, Director of Purchasing
Brunswick-Glynn County Joint Water and Sewer
Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100

Bids should be clearly labeled as follows:

"ITB No. 24-0083 Construction Services for Palm Drive-Frederica Road Water Main Crossing - JWSC Project No. 2009"

Submit responses in hard copy only; electronic or fax responses will not be accepted. Responses received after the deadline or at any other location will not be accepted.

FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website, utilizing the following link:

http://www.bgjwsc.org/departments/procurement/

### BIDDING DOCUMENTS AND

### TECHNICAL SPECIFICATIONS

### ITB 24-008 CONSTRUTION SERVICES FOR PALM DRIVE-FREDERICA ROAD WATER MAIN CROSSING

JWSC PROJECT NO. 2009

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## INVITATION TO BID 24-008 CONSTRUCTION SERVICES FOR PALM DRIVE-FREDERICA ROAD WATERMAIN CROSSING

JWSC PROJECT NO. 2009

Sealed bids for ITB NO. 24-009 CONSTRUCTION SERVICES FOR PALM DRIVE-FREDERICA ROAD WATERMAIN CROSSING- JWSC Project No. 2009, will be received by the Brunswick-Glynn County Joint Water and Sewer Commission at the JWSC's Office of the Procurement Director, 1703 Gloucester Street, Brunswick, Georgia 31520 until 12:00 NOON EST, Tuesday, March 5, 2024, at which time and place they will be publicly opened and read aloud.

This project contains work elements associated with services to install and connect a 12" watermain at the Palm Drive crossing of Frederica Road located within the St. Simons Island Service District of Glynn County, Georgia. The work to be performed under this contract consists of furnishing all skills, labor, , tools, equipment, appurtenances and incidentals required to construct complete, in place, and ready to operate as show on the plans and bid form.

All updates for this solicitation will be posted and available on the JWSC website. Plans and Specifications are available on the JWSC website utilizing the following link: <a href="https://www.bgjwsc.org/departments/procurement/">https://www.bgjwsc.org/departments/procurement/</a>

No pre-bid meeting or site visit will be held for this solicitation, but the Bidder is encouraged to examine the location of the work and inform themselves fully as to the conditions present at the project site. Questions regarding this solicitation shall be made in writing to the Purchasing Director, Pam Crosby, via email: <a href="mailto:pcrosby@bgjwsc.org">pcrosby@bgjwsc.org</a>. All responses to submitted questions will be issued via addendum to pre-bid teleconference attendees and posted on the JWSC website for reference. The deadline for questions is <a href="Tuesday">Tuesday</a>, February 20, 2024, at 5:00 p.m. EST. Requests for clarification received after this date will not be considered.

Due to the anticipated dollar value of this project, no Bid bond will be required to submit a bid. Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded.

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

The Brunswick-Glynn County Joint Water and Sewer Commission provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, disability, or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the JWSC. The JWSC reserves the right to reject any and all bids, waive technicalities and make an award in the best interest of the JWSC.

Submit responses in hard copy only; electronic or fax responses will not be accepted. Please provide (1) original and (1) electronic (USB or CD copy). Package exterior shall include Contractor's License number and name on the package exterior. Late bid packages or packages received at any other locations will not be accepted. Bids should be clearly labeled as follows: ITB No. 24-008 "CONSTRUCTION SERVICES FOR PALM DR-FREDERICA RD WATER MAIN CROSSING - JWSC Project No. 2009" and also include the Utility Contractor's License number and name.

# BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION INVITATION FOR BIDS 24-008 CONSTRUCTION SERVICES FOR PALM DR-FREDERICA ROAD WATER MAIN CROSSING JWSC PROJECT NO. 2009

### I. Intent and Purpose

The Brunswick-Glynn Joint Water and Sewer Commission (JWSC) is in the process of evaluating water systems improvements required to address condition and functional related issues and capacity-related needs throughout the JWSC service area. This project contains work elements associated with water main installation install and connect approximately 200 linear feet of 12" C900 PVC watermain at the Palm Drive crossing of Frederica Road located within the St. Simons Island Service District of Glynn County, Georgia.

### II. Scope of Work

JWSC requests qualified individuals and firms with experience in watermain installation. Firms should have the qualification to provide the requested services that will include labor, equipment and superintendent in accordance with the Technical Specifications and Contract documents. JWSC has previously procured the materials necessary for this scope of this work with the exception of the asphalt and backfill materials to be provided by the selected contractor. The contractor's responsibility includes; but is not limited to construction sequencing in accordance with the Contract Documents, quality control of workmanship and materials, handling of all materials, handling and disposal of all waster and compliance with regulatory standards governing the work for the completed construction of Palm Drive-Frederica Road Water Main Crossing – JWSC Project No. 2009 in St. Simons Island, Georgia, 31522. A detailed line route of the project area is contained as Exhibit A.

The associated work items are listed below:

- 1) Mobilization
- 2) Clearing/Grubbing
- 3) Traffic Control (to include any required Glynn County permits) This project will require night work and contractor should provide and maintain road plates for any areas disturbed by this construction.
- 4) Landscaping and Permanent Grassing
- 5) Approximately 200 Linear Feet (LF) of 12-inch PVC Water main C900 (Equipment and Labor Only) via the trenchless method, and all necessary appurtenances.
- 6) Approximately 80 Feet (LF) of 20-inch steel casing (Equipment and Labor Only) and all necessary appurtenances.
- 7) (2) each 12-inch Valve in Box (Equipment and Labor Only), and all necessary appurtenances.
- 8) (1) each 12-in Tapping Valve and Saddle (Equipment and Labor Only), and all necessary appurtenances.
- 9) Approximately 80-cubic yards of Excavatable Flowable Fill Backfill (Equipment, Labor and Material)

- 10) Removal and Replacement of Asphalt (contractor to provide asphalt and flowable per bid form) per Glynn County Specifications. Contractor will provide and maintain road plates for any areas disturbed by this construction.
- 11) Removal and Replacement of Concrete Sidewalk per Glynn County Specifications
- 12) Connection to Existing Watermain
- 13) Abandon Existing Watermain with Flowable Fill
- 14) Testing and Disinfection
- 15) All associated mobilization/demobilization, clearing/grubbing, proper disposal of drilling mud and other fluids and materials, required staging and work areas, removal, disposal, and replacement of unsuitable soils, dewatering, all testing, soil erosion, and sedimentation control, maintenance of traffic (vehicular, pedestrian, and bicycle), complete project area restoration to include landscaping and permanent grassing, adherence to all permit requirements including sampling and monitoring, project photographs and videos, as-builts, and record documents, and all other work and appurtenances shown on the Construction Drawings and indicated or implied in the Contract Documents and Specifications, or required for the watermain complete and ready for use.
- 16) The Contractor shall furnish all labor, equipment, tools, services, and incidentals to complete all Work required by these Specifications and as shown on the Construction Drawings.
- 17) The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements, and restoration required as a result of disturbances and damages caused during this construction.
- 18) All equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- 19) The Contractor shall comply with all Municipal, County, State, Federal, and other codes which are applicable to this Project.

All labor and equipment is required to complete the required repairs, documentation, acceptance tests, visual inspection and warranty in accordance with established standards using approved products as detailed in the Scope of Work and Bid Form. Pricing should be all inclusive with coordination and responsibility of all activities related to permitting, traffic control, flagging, paving, and debris removal included.

The timeframe to complete this scope of work (including final reports) and final completion is estimated not to exceed thirty (30) calendar days. Bidders are advised to consider this aspect thoroughly as they plan and evaluate the multiple elements that will be involved to execute this project within the desired timeframe.

#### III. Schedule of Events

Listed below is the tentative schedule of events associated with this project:

Date	Event
Thursday 2/8/2024	Solicitation Released; Bid Docs Available for Prospective Bidders
Tuesday, 2/20/2024 – 5:00 p.m.	Deadline for Questions
Tuesday, 3/5/2024 – 12:00 p.m.	Bids Due
Thursday, 3/21/2024	Anticipated Award Date
No later than 05/31/2024	Anticipated Contract Execution, Kick-off Meeting and Notice To
	Proceed Date Issued to Selected Contractor
No later than 06/20/2025	Anticipated Project Completion Date

#### IV. Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Brunswick-Glynn Joint Water and Sewer Commission (JWSC) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgement and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the JWSC.

- 1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the JWSC, as early as possible prior to the bid opening. Regarding requests for interpretations of specifications must be made in writing via email to the Purchasing Division no later than 5:00 p.m. EST on Tuesday, February 20, 2024. Please direct all questions to Pamela Drury-Crosby, Purchasing Director at pcrosby@bgjwsc.org. No oral communications from the Owner Contact or other individual is binding. No contact with the JWSC staff, Commission members or any public official concerning the project during the procurement process is allowed, except through the owner contact. A violation of this provision may result in disqualification of Bidder.
- 2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the JWSC during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
- 3. No pre-bid meeting is planned for this solicitation.
- 4. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must

be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary. All updates to solicitation documents and any addenda will be posted on the JWSC website:

http://www.bgjwsc.org/departments/procurement/.

- 5. It is the responsibility of all bidders to monitor this site for updates and addenda that may be added during the procurement process.
- 6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) electronic, one (1) hard-copy original and (1) electronic USB copy of the Bid form package need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
- 7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
- 8. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "Sealed Bid" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to Brunswick-Glynn County Joint Water and Sewer Commission, 1703 Gloucester Street, Brunswick, GA 31520 ATTN: Purchasing Division.
- 9. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the JWSC.
- 10. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
- 11. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes

payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.

- 12. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date or time. The bidder may make modifications/corrections to the bid by submitting a corrected sealed bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid opening originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
- 13. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items on the Bid Form.
- 14. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the JWSC for (60) days after the date set for the opening thereof.
- 15. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
- 16. The time slated for completion of this work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the JWSC of liquidated damages in an amount provided for by contract for each calendar day in excess of the contract time.
- 17. While price is the prime criteria, and the JWSC intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the JWSC in evaluating the bid package submitted. The following criteria shall also be utilized by the JWSC in determining the lowest responsible bid.
  - a. Ability of Bidder to perform in the time frame needed by the JWSC.
  - b. Reputation of the Bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs
- 18. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.

- 19. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
- 20. The Contract between the JWSC and the Contractor shall be executed on a form provided by JWSC and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
- 21. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within thirty (30) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the JWSC, not as a penalty, but in liquidation of damages sustained. At the discretion of the JWSC, the award may then be made to the next lowest responsible vendor, or the work may be readvertised or constructed by the JWSC.
- 22. Any Contract and Contract Bonds shall be executed in duplicate.
- 23. Award of this bid shall be by action of the JWSC Board at its regular monthly meeting.
- 24. The JWSC reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

### V. Required Bid Submittals

One (1) original hard-copy and One (1) electronic (USB or CD) copy of your response must be submitted no later than **12:00 Noon on Tuesday**, **March 5, 2024**. The following items are required to be included as part of the bud submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- a. Bid Form
- b. Bid Bond
- c. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive. Please include (2) similar project references.
- d. Georgia Security and Immigration Compliance Act of 2006 form Contractor Affidavit and Agreement form and Subcontractor Affidavit form (if applicable)

  <a href="https://www.verifyi9.com/state-laws/georgia-e-verify/">https://www.verifyi9.com/state-laws/georgia-e-verify/</a>

JWSC cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with JWSC are responsible for independently apprising

themselves and complying with the requirements of that law and its effect on JWSC procurements and their participation in those procurements.

- e. Drug Free Workplace Affidavit
- f. Addenda (if any issued)

### VI. Contract

After selection of the agency, a proposed contract shall be supplied and is subject to review and approval of the JWSC Attorney. Specific insurance requirements will be established and added as an attachment to the final contract. A sample of JWSC's standard insurance requirements are included for reference. JWSC uses standard EJCDC document templates for their contracting.

### **SECTION 000410**

### **BID FORM**

DATE SUBMITTED:		
PROJECT NAME:	Construction Services Palm Dr-Frederica Rd Watermain Crossing (Project No. 2009)	
	St. Simons Island, GA 31522	
SUBMITTED TO:	Brunswick – Glynn County Joint	
	Water and Sewer Commission	
	1703 Gloucester Street,	
	Brunswick, Georgia 31520	
SUBMITTED BY:		
Company Name:		
Address:		
Georgia Utility Contractor's License No.		
Acknowledge Receipt of Addenda Numbers		

The undersigned as BIDDER hereby declares that the only person or persons interested in the BID as principal or Principals is or are named herein and that no other person than herein mentioned has any interest in the BID or in the Contract to be entered into; that this BID is made without connection with any other person or parties making a BID, and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the documents relative thereto; and has read all General and Special Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The BIDDER proposes and agrees, if the BID is accepted, to contract with the Brunswick – Glynn County Joint Water and Sewer Commission to furnish all necessary equipment, machinery, tools, apparatus, means of transportation, and labor to complete the work in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Brunswick – Glynn County Joint Water and Sewer Commission with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents for the prices set forth below.

## IFB NO. 24-008 CONSTRUCTION SERVICES FOR PALM DRIVE-FREDERICA ROAD WATER MAIN CROSSING

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
SECTION 1	MISCELLANEOUS				
1	Mobilization	JOB	LS		
2	Clearing/Grubbing	JOB	LS		
3	Traffic Control	JOB	LS		
4	Landscaping and Permanent Grassing	JOB	LS		
			SECTION	N 1 -SUBTOTAL	\$
SECTION 2	WATER SYSTEM – PALM DRIVE CROSSING				
5	12" PVC Watermain C900 (Equipment and Labor Only)	200	LF		
6	20" Steel Casing (Equipment and Labor Only)	80	LF		
7	12" Valve in Box (Equipment and Labor Only)	2	EA		
8	12" Tapping Valve and Saddle (Equipment and Labor Only)	1	EA		
9	Excavatable Flowable Fill Backfill (Equipment, Labor and Material)	80	CY		
10	Removal and Replacement of Asphalt (asphalt material to be provided by Contractor) per Glynn County Specifications	1	LS		
11	Removal and Replacement of concrete Sidewalk per Glynn County Specifications	1	LS		
12	Connection to Existing Watermain	1	LS		
13	Abandon Existing Watermain with Flowable Fill	25	CY		
14	Testing and Disinfection	1	LS		
		1	SECTION	2 - SUBTOTAL	\$
		SECTIO	ON 1 + SECT	TION 2 = TOTAL	\$
Total I	Bid Price in Numbers	\$			

**Total Bid Price in Words:** 

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

The Bidder further proposes and agrees to commence work under this contract, with adequate force and equipment, on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within **THIRTY (30)** consecutive calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and Bonds within thirty (30) consecutive calendar days after receipt of the conformed Contract Documents, the check or bid bond accompanying this Bid and the monies payable thereto, shall be paid into the funds of the Owner as liquidated damages for such failure otherwise, the check or Bid Bond accompanying this Bid shall be returned to the undersigned.

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 Bids and certify that I am authorized to sign this Bid for the Bidder.

This day of	2024.
Company Name: (Please Type or Print)	Person Authorized to Sign:
Name:	Name:
Street:	Signature:
City:	Title:
State:Zip:	Telephone Number: ( )
Fax Number: ( )	
E-Mail:	

### BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION APPLICATION FOR QUALIFICATION

### CONSTRUCTION SERVICES FOR PALM DR-FREDERICA RD WATERMAIN CROSSING JWSC PROJECT NO. 2009

### FORM FOR SIMILAR IN NATURE PROJECTS AND REFERENCES

### PROJECT REFERENCE

Name of Contractor:		
Project Name:		
Location:		
Project Owner:		
Telephone Number:		
Email Address:		
Project Engineer:		
Contact Person:		
Telephone Number:		
Email Address:		
Contract Dates:		
Date of Notice to Proceed:	Date of Final Completion:	
Contract Amount: Original: \$	Final: \$	
Brief Description of Project:		
Description of Pipes (size, material) :		

Project MOT and pedestrian coordination required (describe if applicable	e):
Special conditions of project, e.g., night work required (describe if applied	cable):
Name of Field Supervisor:	
Type of Project (check appropriate box):   Description of Project (check appropriate box):   Des	
Contractual Status on Project (check appropriate box):   Prime Contractor:  If subcontractor, provide name of Prime Contractor:	actor   Subcontractor
Did you provide performance and/or payment bonds on this project? Yes_	
Was this project completed within the original contract period? Yes	<u> </u>
Did this project require traffic control and/or traffic diversion? Yes	<del></del>
Did this project include the restoration of landscaped yards? Yes	No
Did this project include sewage bypassing or other flow diversion? Yes	No
Is a letter of reference from the project owner included with this application	on? YesNo

### E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: "E-Verify", web address <a href="https://e-verify.uscis.gov/enroll/">https://e-verify.uscis.gov/enroll/</a> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each 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. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number	
Date of Authorization to Use Federal Work Authorization Program	_
Name of Contractor	_
Title of Authorized Officer or Agent of Contractor	_
Signature and Printed Name of Authorized Officer or Agent	_
Sworn to and subscribed before me this the day of	, 2024.
NOTARY PUBLIC:	
Name:	
My Commission Expires:	
(NOTARY SEAL)	

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).

### E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

### Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: E-Verify", web address <a href="https://e-verify.uscis.gov/enroll/">https://e-verify.uscis.gov/enroll/</a> operated by the United States Citizenship and Immigration Services Bureau of 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 applicable provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor 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. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

E-Verify Employment Eligibility Verification User I.D. Number	
Date of Authorization to Use Federal Work Authorization Program	
Name of Subcontractor	
Title of Authorized Officer or Agent of Subcontractor	
Signature and Printed Name of Authorized Officer or Agent	
Sworn to and subscribed before me this the day of	, 2024.
NOTARY PUBLIC:	
Name:	
My Commission Expires:	
(NOTARY SEAL)	

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).

### CERTIFICATE OF DRUG FREE WORKPLACE

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 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 is 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.

<b>Company Name:</b>	
Authorized Signature:	
Title:	
Date:	

### **INSURANCE REQUIREMENTS**

### The description section of your insurance certificate must read:

BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A wavier of Subrogation applies to all policies shown above as per written contract.

### **Insurance Requirements**

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

### SCHEDULE AMOUNT

### **Workers' Compensation**

Georgia Statutory coverage and Employer's Liability (including appropriate Federal Acts)

Statutory Limits (Workers' Compensation) \$500,000 Bodily Injury each accident \$500,000 Bodily Injury by Disease each Employee \$1,000,000 Bodily Injury policy limit

### **Commercial General Liability**

Premises-Operations
Products-Completed Operations
Contractual Liability
Independent Contractors
Broad Form Property Damage
Explosion, Collapse and Underground
Hazards (XCU Coverage) as appropriate
Primary and Non-Contributory

\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit

#### **Automobile Liability**

All autos-owned, hired, or non-owned

\$1,000,000 each occurrence, combined single limit

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance:

\$2,000,000 each occurrence and annual aggregate

Employer's Liability, Commercial General Liability and Automobile Liability)

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate."

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A-VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.