



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

December 31, 2014

Subject: Invitation to Bid for #917 Fayette Senior Center Expansion

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors for the expansion of the Senior Center, in accordance with the information and specifications contained herein. Descriptive literature and all other required information shall be included with your bid. Any exceptions to the specifications shall be listed in the space provided.

A pre-bid conference will be held at 10:00a.m., Wednesday, January 14, 2015 at Fayette County Senior Center, 4 Center Drive in Fayetteville, GA. All companies and interested parties are invited and strongly urged to attend. This will be the opportunity to walkthrough the location, voice all questions, concerns and comments about this Invitation for Bids and have them addressed.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420 or email address tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST - SUITE 204
FAYETTEVILLE, GEORGIA 30214
BID #917
REFERENCE: FAYETTE SENIOR CENTER EXPANSION

BID #917

December 31, 2014

Bids will be received at the above address until 3:00 p.m., Tuesday, January 27, 2015 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m., January 27, 2015. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

Bids will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess for".

Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "county" shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder's Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county's website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder's company name,
 - b. The bid number, which can be found in the cover letter to the invitation to bid document or on the web site, and
 - c. The "reference" which identifies the bid, which can be found in the cover letter or the web site.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
15. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
16. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
17. **Arrears:** Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the

award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.

19. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
20. **Trade Secrets - Confidentiality:** A bid is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a bidder must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Bid." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your bid being disqualified. See O.C.G.A. 50-18-72 for specific Georgia law on this subject.
21. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
23. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
24. **Insurance:** The successful bidder shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

25. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Liquidated Damages:** The county and the contractor recognize that time is of the essence. If the contractor fails to perform the contracted work within the time specified in the contract documents, as adjusted by any allowed extensions, the county and the contractor agree that as liquidated damages, and not as a penalty, for delay in performance the contractor shall pay the county in the amount of \$250.00 per day for each and every calendar day in which the contracted work is not complete and ready for final payment. The county shall have the right to deduct liquidated damages from any amount due or that may become due to the contractor, or to collect such liquidated damages from the contractor or the surety. The county has the option to enforce liquidated damages or to waive such damages. By executing this contract, the contractor agrees that the liquidated damages specified herein are reasonable in amount, and are not disproportionate to actual anticipated damages.
28. **Liability of the Architect:** The obligation of the Contractor under this paragraph shall not extend to the liability of the Architect, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
29. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
30. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
31. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

32. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
33. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
34. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
35. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
36. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
37. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
38. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in state court in Fayette County, Georgia.

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Bid)

BID #917 FAYETTE SENIOR CENTER EXPANSION

Be sure to include with your bid, in the order listed:

- Company information – on the form provided _____
- Pricing sheets _____
- List of exceptions, if any – on the form provided _____
- Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) _____
- Previous Experience with Projects of Similar Scope and Cost _____
- Bid bond _____
- References – on form provided _____

COMPANY NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

BID #917 FAYETTE SENIOR CENTER EXPANSION

Name of Project

FAYETTE COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2014 in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201 _____.

NOTARY PUBLIC

My Commission Expires:

Bid #917: Bidder Responsibility & Responsiveness
Previous Experience with Projects of Similar Scope and Cost

As part of the determination of responsibility and responsiveness, the county will consider bidders' experience with projects of similar size and cost. For this purpose, please provide below a history of five (5) projects your company has completed, that are of a similar size, scope, and cost of the one identified in this Invitation to Bid. Your response will be reviewed in consideration of, and full compliance with, O.C.G.A. § 36-91-23.

1. Government / Company Work Done For: _____

Project (short description): _____

_____ Cost: \$ _____

2. Government / Company Work Done For: _____

Project (short description): _____

_____ Cost: \$ _____

3. Government / Company Work Done For: _____

Project (short description): _____

_____ Cost: \$ _____

4. Government / Company Work Done For: _____

Project (short description): _____

_____ Cost: \$ _____

5. Government / Company Work Done For: _____

Project (short description): _____

_____ Cost: \$ _____

COMPANY NAME: _____

FAYETTE SENIOR CENTER EXPANSION

I. INTRODUCTION & BACKGROUND

Fayette County is seeking Bids from qualified general contractors to add additional meeting room space to the existing Fayette County Multipurpose Senior Center Building. Likewise, work will entail various renovation tasks within an adjacent Game Room, Lounge, Meeting Room and Vestibule area. Work will include tasks associated with wood & concrete demolition, door & window removal, relocation and/or addition, removal and relocation of gyp. board and drop ceiling, electrical and mechanical systems, etc. The plan for this project is to demolish the existing deteriorating outside pergola area that gets less use as its condition continues to degrade, and to expand the inside meeting room space to accommodate the ever expanding indoor needs for space. This addition is planned to add approximately 751 square feet more to the existing building, with a total of 2,611 sf of renovation area and will be finished both inside and outside to complement the same architectural finishes as currently exists.

II. SCOPE OF WORK

GENERAL SPECIFICATIONS

1. All work must be done in accordance with the applicable building codes:
 - International Building Code – 2012 Edition with Georgia State Amendments
 - International Fire Code (IFC) – 2012 Edition with Georgia State Amendments
 - International Mechanical Code – 2012 Edition with Georgia State Amendments
 - International Fuel Gas Code – 2012 Edition with Georgia State Amendments
 - International Plumbing Code – 2011 Edition with Georgia State Amendments
 - National Electrical code – 2011 Edition with Georgia State Amendments
 - International Energy Conservation Code – 2009 Edition with 2011 & 2012 Georgia State Supplements & Amendments
 - Georgia Accessibility Code for Buildings Facilities (GAC) Chapter 120-3-20 Access to Use Public Facilities by Handicapped Persons effective June 11, 2012
2. All work must be done in accordance with the contract documents, which includes the plans and specifications.
3. Additional Project Specifications are included on the plan sheets.
4. The County's working hours are between 8:00am and 5:00pm. Any modification to those hours must be made in writing by the Contractor and accepted by Fayette County.

5. Should there be any conflict between the International Building Code with the Georgia State Amendments and the plan specifications, the plan specifications shall prevail. The contractor should notify the Owner immediately when such a conflict exists.
6. Unless special instructions are noted within the contract documents, the Contractor shall supervise, coordinate and direct all the work and shall be solely responsible for the construction means, methods, techniques, sequences and procedures used to complete the work per the contract documents. The Contractor shall be responsible to the Owner for any acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, or any other person or entity performing work for or on behalf of the Contractor or their subcontractors.

7. Ownership and Use of Drawings and Specifications

All drawings specifically produced for this project are copyrighted and will retain all common law, statutory and other reserved rights as indicated. The Contractor their subcontractor and/or supplier(s) shall not have any copyright claims to the project Drawings and specifications. The copying of contract documents for the purpose of the project is permitted and acceptable as it pertains to specifically meeting the needs of this project. No authorization is given for the contractor, subcontractors and/or suppliers to publish any of the contract documents for any other purpose outside of this project.

The Contractor and his hired affiliates are authorized within this contract to use and reproduce the plans and specifications as needed for purposes of the work. No copyright decal, stamp, wording, etc. shall be removed from any copies of the plans whether paper or electronic. No contract documents for this project may be used on another project or for additions to this project outside the scope of the work without specific written consent of the Owner or Architect, based on the document to be used.

8. **Permits & Fees:** Plans for this project have been reviewed by the Fayette County Fire Department. Plans are being held by the Building Department until a contractor has been assigned. The Contractor shall be responsible for completing the Permit Application and securing the necessary building permit. With this being a County Project, no fees will be charged for plan review and permitting by the Building Department. With exception to the waiver of fees noted above, the Contractor is responsible for paying any other project fees that may be required. The contractor is responsible for coordinating with the governing agencies to assure that required inspections are performed by the respective agency. Contractor or their subs are responsible for any re-inspection fees that may be required by the Building Department for work not initially done in accordance with the permit. Because the project scope entails less than 1-acre of land disturbance and adds less than 5,000sf of impervious area, plan review sign-offs are not required by Environmental Management and other typical plan approving Departments.
9. **Erosion Control:** The Contractor is responsible to ensure that all temporary and permanent erosion control Best Management Practices (BMP's) are implemented and maintained throughout project construction, and that all silt from the project is contained within the project limits. Fayette County Engineering Staff or Environmental Management inspectors are authorized to visit the site to ensure

adequate measures are in place and are being maintained. It is the Contractors responsibility to comply and address any noted erosion control deficiencies. No additional compensation is due contractor for correcting or adding additional erosion control measures per noted deficiencies.

- 10. Owner's Right To Carry Out the Work.** It is Fayette County's intent to assign all work to a single General Contractor. If the contractor fails to or refuses to perform the Work per the Contract Documents, and subsequently fails to aggressively move forward to correct the deficiency within a 14-day period as noted in written correspondence to the Contractor from Fayette County, the Owner, Fayette County may move forward without further communication to take immediate measures to correct such deficiencies. Subsequently, the Owner may recover reasonable cost incurred for this work from payment that otherwise was due the Contractor had they performed the work. Payments deducted may also include expenses Fayette County incurred by having to get assistance from the Architect to address and correct the default.
11. Fayette County maintains the right to perform other construction or construction related operations with the County's own forces within any portion of the project or to award a separate contract for other work within the facility that may be needed during this project. Should this occur, the contractor is to coordinate with the County or any other County contractor as is reasonable to continue their efforts without impeding the efforts of other County directed contract work by others. If the Contractor can justify that this other work has impacted him financially and has extended his project schedule, Contractor may submit a Change Order request defining those cost and/or request for project time extension. Subsequently, if Fayette County can demonstrate that the Contractor has impeded the efforts of another County contractor by delaying work, failing to coordinate activities or by providing deficient construction efforts where there is overlapping work, the County can seek to recover those cost impacts from the Contractor.
- 12. Project Safety:** Safety is given high priority on Fayette County projects. The Contractor and his team and any other person directly or indirectly associated with this project work shall comply with all applicable OSHA regulations, laws, statues, codes, ordinances and rules that are in place to assure safety measures are implemented and maintained throughout the project to prevent injury or loss to persons or property during this project. In the event safety measures are not being complied with, Fayette County will issue a Stop Work Order to the Contractor, and will not permit work to continue until such time as all noted safety violation(s) have been addressed and corrected. Fayette County shall hold the Contractor fully responsible for correcting any damage or loss to property caused by the Contractor or his project team either performing work or supplying material on behalf of the Contractor on this project. The Contractor alone is fully responsible for any schedule delays, fines, penalties, etc. caused because safety measures were not being enforced by the Contractor's project team. Contractor is not liable for damage or loss resulting from the acts or omissions of Fayette County or the Architect.
13. During working hours, the contractor is responsible for roping off the entire work area and placing the appropriate signage to notify pedestrian traffic of the hazards within the work zone area. Since the building will be open for employees and

others as work ensues work zone areas should be clearly marked. During non-working hours, the contractor is responsible for roping, flagging, placing signs, etc. as is reasonable and prudent to warn pedestrians of off limit hazardous areas.

14. **Project Schedule.** Fayette County requires the Contractor to have a project schedule and provide that schedule to Fayette County. The Contractor's schedule shall define the start and finish dates for the project, which the Contractor has determined is readily achievable by his project team to complete the work as contracted. Contract time is in calendar days unless otherwise specified. Once work has started, contractor shall continue to perform all needed work through completion of the project per the accepted schedule without extended delays or breaks. The Contractor is not responsible for delays that may extend his project schedule that are outside of his direct control such as weather, fire, change orders or change directives. The contractor shall update the schedule as required to reflect any owner accepted project finish date.
15. **A pre-bid conference will be held for this project.** Fayette County and the bidders will visit the project site to become generally familiar with local conditions under which the Work is to be performed and be provided the opportunity to ask project questions while on the project site.
16. **Pre-Existing Conditions.** Contractor is responsible for taking photos of all pre-existing damage/issues with the building, sidewalk, landscaping, etc. around or within the vicinity of their work and staging areas. These pictures should be submitted to Fayette County prior to mobilizing to the project site.
17. Dumpsters placed on site for the work should not be placed on sidewalk without protecting the sidewalk from cracking. Contractor shall be responsible for repairing all damaged sidewalk due to the work. The contractor is to police the roof and grounds daily and clean up all trash and debris which will be disposed of in the jobsite dumpster supplied by contractor.
18. Contractor shall be aware of the project limits and shall plan his work and that of his subcontractors to stay within those limits. Established project limits are to be clearly marked by the Contractor so that his subcontractors, employees and others working on the project are notified and made aware of those limits. Contractor shall be held responsible for repairing or replacing, to equal or better condition, any damage done to real property, systems, landscaping, machines, equipment, etc. outside the project limits.
19. The grounds around the Senior Center contain a working sprinkler system that waters the grass and landscape bed areas. Fayette County does not have an as-built of this system. Fayette County will coordinate a date with contractor to mark each sprinkler head with a marking flag and to test the current condition and/or operation of the system. The contractor is responsible for any damage or repair to the system due to their work.
20. Contractor shall be responsible to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities and any other facilities and services necessary to complete the work as contracted. The Contractor shall ensure that good order and discipline are maintained by all their

employees and their project team while carrying out the work. The Contractor shall have only skilled and qualified workers performing work on this project.

21. To avoid potential issues with the restroom facilities at the Senior Center, the Contractor is responsible for providing their own porta-johns for the use of the Contractor & their construction team. Fayette County is a smoke-free County. No smoking will be permitted inside any County facility and within the renovation area.
22. The Contractor is fully responsible, before mobilizing his team, to know and fully understand the scope of work contained within the contract documents and to compare it with actual field conditions. Contractor shall take responsible measures to be familiar with the field conditions and measurements at the project site and understand how it may affect the work. Contractor shall immediately report any discovered errors or omissions, or plan discrepancies by means of an RFI (Request for Information) to the Architect.
23. **Product Substitution:** The Contractor shall not substitute a product or material without the Architects review and acceptance and the Owners consent.
24. **Warranty.** All materials and equipment furnished under this contract shall be new and of good quality unless the Contract Documents specify or permit otherwise. All work done by the contractor or his team shall be done per the Contract Documents and will be free of defects. Work, materials, or equipment that does not meet the requirements of the contract documents will be defective.
25. **Taxes.** All taxes associated with the Contractors work shall be included within the Contractor's bid. Contractor is responsible for any new taxes or additional taxes that have gone into effect after their bid at no expense to the County.
26. **Submittals.** Contractor is responsible for providing and submitting all shop drawings, product data and samples called for in the contract documents. Architect shall review all submittals and return to contractor with any comments and/or an approval. It is the responsibility of the Contractor to provide the Architect with sufficient time to review each submittal and reply. Contractor is to maintain a log of all RFI submittals. Before forwarding to the Architect, submittals are to be approved by the Contractor and field verified that it works in the specified area. Work shall be done per the contract documents and the approved submittal.
27. **Architect.** The Architect is the County's representative during construction of the work, and will make site visits as necessary to determine that work is being done per the Contract Documents. On behalf of Fayette County, the Architect can reject Work not done in accordance with the Contract Documents or require the Work be tested or inspected. The Architect will report to Fayette County known deviations from the Contract documents in addition to defects and deficiencies in the work. Fayette County will likewise have a field representative present from the Buildings & Grounds Department on a day-to-day basis to confirm the accuracy and completeness of the Work. The Architect and Owner will review Contractor Applications for Payment and certify the amounts due the contractor. Final decisions pertaining to aesthetic issues of concern will be made by the Architect. Architects decision is final if it fulfills the intent of the Contract documents.

28. Any subcontractor that has a direct contract with the Contractor is bound to the Contractor by the terms of the Contract Documents any obligations and responsibilities thereof. The subcontractor has the benefits of taking action against the Contractor as the Contractor has against the owner per the Contract Documents.
29. **Change Orders.** The process of Change Orders is to first submit in writing to the Architect. The Architect will review and make written recommendation to the Owner. The Owner is to provide final approval. No Change Order work is to be started without written approval from the Owner & Architect. All parties are to mutually agree as to total cost and time associated with the Change Order Work before work is started. Hidden conditions that vary materially beyond what is customary shall be sufficient grounds to develop a Change Order that the Owner & Contractor can mutually agree upon regarding adjustments to Contract Sum and Contract Time.
30. **Change Directives.** Fayette County may order changes through the use of Change Directives in the general scope of the project without nullifying the contract. Changes made by the County may add to, delete from or revise the Contract Sum and the Contract Time. Change Directives are initiated by the Owner & Architect. If a Change Directive is issued, the contractor is entitled to be paid for the labor, material, equipment, overhead & profit unless a lump sum agreement is accepted. If needed, the Architect will provide his estimate of cost for the Work. The Contractor is permitted to include that estimated cost for the work in the Contractor's monthly Application for Payment. Once a final agreement regarding price is made, a Change Directive will be prepared and subsequently approved by the Owner. Minor Architect initiated changes are acceptable if they do not affect project Contract cost or time, and meet the intent of the Contract Documents. Such minor Architectural changes are binding and shall be completed as quickly as possible by the Contractor.
31. **Project Allowances have been included in the Base Bid total on the Schedule of Values.** The allowance is not for a specific item, but is available to the Owner and Architect to cover cost for items that were not covered in the contract plans and documents but are required for the successful completion of the project. Allowances payments will only be authorized with an approved change order or change directive that involves additional cost.
32. The Architect has provided and included an itemized list (Exhibit A) of the labor and material work to be accomplished on this project. The Contractor is responsible for providing their estimate of quantities and cost associated with each item of Work, which upon agreement from the Architect, will make up the entire Contract's Guaranteed Maximum Price. Contractor's Applications for Payment for completed work shall be based upon the agreed EXHIBIT A - Schedule of Values. The Contractor shall submit all backup documentation (such as payrolls, receipted invoices, cash disbursements made, etc.) along with each Application for payment. Each Application for Payment should include work completed by the contractor and/or the contractor's team through the date on the payment request. An agreed upon format shall be developed between the Owner, Architect and Contractor. Fayette County will allow payment for material delivered and suitably stored on site for the Work. However, the contractor is fully responsible for any damage or theft

associated with that material. Owner will have to see and contractor will have to provide written validation for material stored offsite that Contractor has included in their Application for Payment. With each Application for payment, Contractor warrants that the owner's title to all work within that period is valid at the time of payment and has no liens, claims, security interest or other encumbrance tied to it.

33. When the Contractor's Application for Payment is received, the Architect is allowed 1-week to review the application and confirm that it is accurate to his satisfaction. Once the Architect agrees on the amount due the contractor, a Certificate for Payment will be issued to the owner for payment. If the Architect cannot substantiate the amount requested by the Contractor, he will provide written notification to the Contractor of the reason(s) for denying all or any portion thereof of the current Application for Payment. When the Architect's issues a Certificate For Payment, he is making assessment that project work has progressed to and in accordance with the Contract Documents to the level indicated in the Application for Payment, and that the Contractor is likewise certifying payment in that amount. The Architect is to only certify that portion of payment to which he can agree. If the Architect can not agree on the amount due, he shall notify the Contractor and Owner in an attempt to reach some agreement. If an impasse is encountered between the Contractor and the Architect on the amount due, the Architect shall issue a Certificate for Payment in the amount he can substantiate to the Owner. Such issues as unacceptable work, claims, non-payment to subs, overbilling, damage to owner or owner's sub, balance unable to cover liquidated damages, or work that continues to not meet the Contract documents are justifiable reasons to reduce the Application for payment, and not release the balance due until such time as the issue(s) have been corrected.
34. The Contractor agrees to pay his subcontractors within seven days after Contractor receives payment from Fayette County. This applies for work that subs completed and submitted the required paperwork to the Contractor by the established cutoff date to be included within the Application for Payment for that period. Fayette County or the Architect is not responsible for payment(s) to subcontractors for work completed on our project. Fayette County may decide to use or occupy space within the project before final acceptance of the work. Should this occur, the use of the space does not provide our acceptance of pending punch list items, unacceptable work or any other project work that was not completed in accordance with the Contract Documents.
35. **Substantial Completion:** A Certificate of Substantial Completion is issued by the Architect when work is complete to a level where the space can be used for its intended purpose. However, this completed work must comply with the requirements of the Contract Documents. The Contractor shall provide the Architect with an exhaustive list of pending items of work when requesting a Certificate of Final Completion. The Architect shall review the Contractors' list, inspect the project and confirm that the item(s) of Work remaining on the list, in addition to other items the Architect may add, will not impede or hinder the Owner from occupying or using the project work for its intended purpose. If the Owner agrees to accept the entire project or any portion thereof for occupancy, the date for the Certificate of Substantial Completion can be set and issued. The Owner & Contractor must establish and provide written acceptance of all project closeout responsibilities and the timeline for completing all pending work items. Project

warranties become effective on the date of Substantial Completion unless noted otherwise on the Certificate.

36. **Final Payment:** The Contractor shall notify the Architect that all project work is complete and ready for final acceptance. Also, the Contractor shall give to the Architect a final Application for Payment which shall include the release of project retainage. If the Architect agrees that all project work is completed in accordance with the terms and conditions of the Contract Documents, the Architect shall issue a final Certificate for Payment. This certifies to the owner that the Architect has inspected all contract work to his satisfaction and knowledge, and believes it was completed per the contract documents. The Architects acceptance Certifies that full and final payment of the balance noted within the Certificate of Payment is due the Contractor. Once the Contractor delivers to owner all lien release waivers of all liens filed under this contract for labor, materials and/or equipment, final payment then becomes due. Other options in lieu of a lien release must be first accepted by Fayette County. Fayette County reserves the option to reduce Final Certificate of Payment by all pending lien values, plus reasonable attorney fees until such a time as liens have been settled. Once Final payment is made by the Owner and accepted by the Contractor (his subcontractor or supplier), all rights for future claims are forfeited except those that are unsettled when final Application for Payment is made or are acceptable owner claims per the contract documents.
37. **Correction of Work:** Work that was identified by the Architect as defective and not performed in accordance with the Contract Documents shall be corrected by the Contractor or his project team within a reasonable period of time after being notified. The owner may move to correct the defective work upon written notice to the contractor that a reasonable time has elapsed since they were initially notified that work was to be corrected. Work that is not immediately corrected shall be removed from any current Application for Payment until such time as work is completed per the contract documents. If defective or corrective work is identified after Substantial Completion, the cost associated with completing that work continues to be the responsibility of the contractor.
38. The Contractor is to provide a minimum 1-year material & labor warranty for work completed under this contract. Any other product warranties required within this contract shall be provided when the project is substantially completed.

EXCEPTIONS TO SPECIFICATIONS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME _____

**EXHIBIT A – SCHEDULE OF VALUES
GUARANTEED MAXIMUM PRICE BREAKDOWN
FAYETTE SENIOR CENTER EXPANSION**

Contractor		
<u>Division 1 - General Requirements</u>		
	License, Permits & Fee	\$
	Insurance	\$
	Administration	\$
	Superintendent Labor	\$
	Demolition & Trash Removal	\$
	Air Quality Management	\$
	Temporary Facilities	\$
	General Contractors Overhead & Profit	\$
	Total General Requirements	\$
<u>Division 2 – Site Construction</u>		
	Demolition – Pergola & Existing Sidewalk	
	Site Remediation	\$
	Total Site Construction	\$
<u>Division 3 - Concrete</u>		
	Concrete	\$
	Concrete Forming and Accessories	\$
	Concrete Reinforcing	\$
	Cast-in-place Concrete	\$
	Total Concrete	\$

<u>Division 4 - Masonry</u>		
	Masonry	\$
	Total Masonry	\$
<u>Division 5 - Metals</u>		
	Metals	\$
	Total Metals	\$
<u>Division 6 - Wood and Plastics</u>		
	Woods, Plastics & Composites	\$
	Rough Carpentry	\$
	Finish Carpentry	\$
	P-Lam Fabrication & Millwork	\$
	Total Wood & Plastics	\$
<u>Division 7 – Thermal and Moisture Protection</u>		
	Dampproofing & Waterproofing	\$
	Weather Barriers	\$
	Flashing and Sheet Metal	\$
	Joint Protection	\$
	Total Thermal and Moisture Protection	\$
<u>Division 8 - Doors & Windows</u>		
	Wood Doors & Frames	\$
	Entrances, Storefronts and Curtain Walls	\$
	Windows	\$

	Hardware	\$
	Total Doors & Windows	\$
<u>Division 9 - Finishes</u>		
	Gyp Wallboard	\$
	Acoustical Ceilings and Grid	\$
	Flooring - Laminate	\$
	Wall Finishes	\$
	Painting and Coating	\$
	Total Finishes	\$
<u>Division 10 - Specialties</u>		
	Fire Extinguishers	\$
	Total Specialties	\$
<u>Division 12 - Furnishings</u>		
	Ceiling Fans	\$
	Relocating Exist. Projector & Projector Screen	\$
	Blinds to Match existing	\$
	Total Furnishings	\$
<u>Division 15 - Mechanical</u>		
	Plumbing	\$
	Fire Protection	\$
	Heating, Ventilation & A/C	\$
	Total Mechanical	\$
<u>Division 16 - Electrical</u>		
	Service/Distribution/complete mat'l	\$
	Fire Alarm Systems	\$

	Total Electrical	\$
	Total Base Bid	\$
Allowances	Add -	\$10,000.00
	Total Allowances	\$10,000.00

Total including Base Bid & Allowance	\$
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NOTES:

A 10% retainage will be withheld from each payment request until project has been signed by Fayette County as complete and accepted, in accordance with O.C.G.A. §13-10-80 et. seq.

STATE PAYMENT TERMS _____

STATE LENGTH OF TIME TO COMMENCE PROJECT AFTER NOTICE TO
PROCEED _____ DAYS

STATE LENGTH OF TIME TO COMPLETE PROJECT _____ DAYS

STATE LENGTH AND NATURE OF WARRANTY _____

COMPANY'S NAME: _____

BIDDER'S REFERENCES BID #917 - Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

COMPANY'S NAME: _____

COMPANY INFORMATION

Company_____

Physical Address of Business _____

Mailing Address (**If Different**)_____

Authorized Representative_____

(Print or Type)

Authorized Representative_____

(Signature)

Title_____

Email Address:_____

Telephone Number: ()_____

Cellular Number: ()_____

Fax Number: ()_____