



SOLICITATION OF BIDS
FOR
THE CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS
PROJECT

October 2020

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT

INVITATION TO BID
CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
DUE DATE - NOVEMBER 17, 2020; 2:00 PM EST.

THE CITY OF ST. MARYS, GA. PUBLIC WORKS DEPARTMENT is soliciting bids for the CITY OF ST. MARYS COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT as described below in the Scope of the Work.

Competitive sealed bids will be received at The City of St. Marys, 418 Osborne St. St. Marys, Ga. 31558 until, but no later than **Tuesday, November 17, 2020 at 2:00 p.m. (EST)** at which time said sealed bids will be publicly opened and vendor's names and amounts of the bid will be read aloud. Bids received after the required time or in any other location other than The City of St. Marys will not be accepted. Neither faxed nor email submissions will be accepted.

A Pre-Bid Meeting will be held on **Wednesday, November 4, 2020 at 2:00 p.m. (EST)**, at the City of St. Marys City Hall Council Chambers, 418 Osborne Street, St. Marys, Georgia 31558

Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening bids. Negligence on the part of the bidders in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after the time and date of opening of bids.

One (1) original and two (2) copies of these bid documents must be submitted in a sealed envelope marked "CITY OF ST. MARYS COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT". The name of the company or firm submitting a bid must be clearly marked on the front of the package. The bid package must be clearly labeled with the following information:

COVID-19 Related Facilities Improvements Project
Attn: Finance Department
City of St. Marys
418 Osborne Street
St. Marys, GA 31558

Work to be done:

The work shall include supplying all required components and installation of Covid – 19 facility improvements per the Project Scope and Specifications at the following locations:

Facility Location	Address
City Hall	418 Osborne Street

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Community Building	412 Osborne Street
Tourism	400 Osborne Street
Orange Hall	311 Osborne Street
Howard Gilman Waterfront Park	201 West St. Marys Street
Library	100 Herb Bauer Drive
Aquatic Center	301 Herb Bauer Drive
Police Department	563 Point Peter Road
Public Works Department	819 Point Peter Road
Fire Station #2	North Dandy Street
Fire Station #9	10950 Colerain Road
Fire Station #7	205 Spinnaker Drive
Oak Grove Cemetery	Bartlett Street

The Contractor shall provide the necessary labor, construction equipment, fuel, materials, and etc. required for the successful completion of the project. All Work shall conform to the Project Specifications and all applicable local, state and federal codes and regulations. Contract time for shall be **90** consecutive calendar days from the date of the Notice to Proceed.

Questions regarding this project may be directed in writing to the City of St. Marys Public Works Director, Bobby Marr, at 418 Osborne Street, St. Marys, Georgia, 31558 or by email at bmarr@stmarysga.gov.

Copies of the project specifications may be obtained from Sarah Lee in the City of St. Marys Finance Department located at 418 Osborne Street, St. Marys, Georgia, 31558. Copies may also be requested via phone at 912-510-4045 or email at slee@stmarysga.gov. A street address, contact person, phone and fax number must be provided to ensure prompt delivery and notification of addenda.

Bonds: Contractor to submit with the sealed bid a Bid Bond as noted in the Bid Bond Requirements. No bid will be considered without following this procedure.

All required Contract Documents, Performance Bond, Payment Bond and proof of meeting the City's Insurance Requirements must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner on or before the issuance of Notice to Proceed.

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The City of St. Marys will select the bid that, in its sole discretion is the most responsive and responsible to the City. The City is not liable for any cost incurred by vendors in the preparation of this bid.

Unauthorized contact regarding this invitation to bid with staff or elected officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of St. Marys. Vendors should rely only on written statements.

The City of St. Marys, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

The Owner reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

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INSTRUCTIONS TO BIDDERS

A. PURPOSE

- 1) The purpose of this Invitation for Bids is the procurement of a qualified Contractor to furnish and provide all equipment, materials, labor and services necessary for the City of St. Marys COVID-19 Related Facilities Improvement Project.
- 2) As a result of COVID-19, several safety improvements are needed at city facilities to protect both city staff and the general public.

B. EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of the contract, project manual, specifications, or any other contract documents must be requested in writing. No request for additional information will be allowed seven (7) calendar days prior to the opening of the bids. Any such explanations or interpretations in response to the written request shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall acknowledge receipt of all addenda with their bid. Oral explanations and interpretations made prior to the bid opening shall not be binding.

C. BIDDERS' UNDERSTANDING:

Bidders should visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. Failure to comply with this requirement will not relieve the successful bidder of his obligations to carry out the scope of the resulting contract.

D. INVITATION TO BID REQUIREMENTS:

- 1) Security, equal to 5% of the amount the bid, shall be submitted with the Bid in the form of either a certified check, cashier's check, or bid bond. Bid bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Security deposited by unsuccessful bidders will be returned as soon as practical after the bid opening.
- 2) The Contractor must submit with his bid the completed and executed "Immigration and Security Form" and the "Affidavit Verifying Status for City Public Benefit Application". (Forms include in the Bid Package).

E. PREPARATION OF BIDS:

- 1) Bids shall be submitted on the forms provided herein. These forms must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialized by the person signing the bid.
- 2) Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the Bid form, or in the special specifications

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allow for partial bids. Failure to quote on all items may disqualify the Bid at election of the City of St. Marys.

- 3) Alternative bids will not be considered unless specifically called for.
- 4) Bidders are advised that the City of St. Marys is intent on completing the construction of this project in a timely and orderly manner to minimize inconvenience to the public and to reduce the cost to the City for inspection and administrative expense. The provisions pertaining to the completion of the work and liquidated damages will be strictly enforced.

F. BIDS:

- 1) Bids containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid, or irregularities of any kind, may be rejected by the City of St. Marys as being incomplete, nonresponsive and not qualified for consideration.
- 2) Each Bid shall indicate the full business name and address of the Bidder, and shall be signed by him with the usual signature. It shall also set forth the type of business organization, i.e., corporation, partnership, individual owner.
- 3) A Bid submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
- 4) A Bid submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the Bid shall be typed or printed below the signature. If not a Georgia Corporation, there must also be evidence that the corporation is licensed to do business in Georgia.

G. QUANTITIES OF BID ITEMS.

- 1) The quantities used on the Bid Form were calculated by the City of St. Marys Public Works Department. The contractor will be required to work up to the listed quantities for construction and payment purposes unless an error in the calculations can be proven by the contractor.

H. INTERPRETATIONS:

- 1) Each Bidder(s) shall carefully examine the Contract Documents and all addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a Bid. Should a Bidder find discrepancies or ambiguities in, or omissions from Invitation to Bid Documents, or should he be in doubt as to their meaning, he/she shall at once, and, in any event not later than seven (7) calendar days prior to the bid due date, notify the City of St. Marys who will send written addenda to all proposers. The City of St. Marys will not be responsible for any oral instructions. All addenda sent to bidders will become a part of the Contract Documents. No allowance will be made after Bids are received for oversight by Bidder.

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- 2) Where a discrepancy occurs between the prices quoted in words and/or numbers, the lowest figure quoted shall take precedence and govern in determining final costs or award of contract.
- 3) In case of error in the extension of prices, the units propose prices shall govern.

I. RECEIPT OF BIDS:

- 1) Bids must be submitted as directed in the Invitation to Bid.
- 2) Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so indicated shall be returned unopened.

J. WITHDRAWAL OF BIDS:

Bids may be withdrawn at any time prior to opening upon written or telegraphic request of the Proposer. Negligence on the part of the Bidder in the preparation of its bid shall not be grounds for modification or withdrawal of a bid after the time set for Bid opening.

K. PRESENCE OF BIDDERS AT OPENINGS:

At the time and place fixed for opening the bids, the total bid amount of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

L. ONE BID RECEIVED:

In the event only one Bid is received, the City of St. Marys will reserve the right to accept the Bid or to re-advertise and re-bid the project.

M. AWARD OF CONTRACT:

- 1) The City of St. Marys reserves the right to accept or reject any and/or all bids received, to waive irregularities and informalities in this Invitation to Bid, and to make award in any manner deemed in the best interest of the City of St. Marys and to re-advertise pursuant to federal and state law.
- 2) Any Bidder that contacts elected officials or staff directly or indirectly for the purpose of influencing the selection process prior to a contract award shall be immediately disqualified and removed from consideration.
- 3) The contract award is determined by Mayor and Council at their regularly scheduled Council Meeting. Staff will make a recommendation for award and present the bid results. Council makes the final decision. Vendors should not rely on verbal suggestions from staff as to who will be awarded.

N. CONTRACT, BONDS, AND INSURANCE:

- 1) The bidder to whom award is made shall enter into a written contract with the City of St. Marys within the time specified in the Bid Documents.
- 2) No contract with the City of St. Marys, Georgia for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of the City of St. Marys, Georgia. Sample Performance Bond is included in this packaged.

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Performance Bond Requirements

The Performance Bond shall be in the amount of at least the total amount payable by the terms of the Contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

- 3) No contract with the City of St. Marys, Georgia for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to the City of St. Marys, Georgia for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. Sample Payment Bond is included in this package.

Payment Bond Requirements

The Payment Bond shall be in the amount of at least the total amount payable by the terms of the Contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

- 4) The Contractor shall secure and maintain such insurance policies as required listing the City of St. Marys as additional insured.

Insurance Requirements

The successful Respondent shall have and maintain in full force and effect for the duration of this agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City's Attorney to form and content.

Minimum Limits of Insurance

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.

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- ii. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.
- iii. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor. Insurance is to be placed with insurers with an A. M. Best rating of no less than A-VII. Contractor shall furnish the City with certificates of insurance prior to the start of work.

- 5) **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of St. Marys.

O. HOLD-HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this agreement. The Contractor shall bear all losses and damages directly and indirectly resulting to it on account of the performance or character of the work rendered pursuant to this agreement. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, Owner's lender, Architect and Architect's consultants, agents, and employees (hereinafter referred to as the "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Owner or Owner Parties. Such obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Owner or Owner Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee

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benefit acts. This obligation to indemnify, defend, and hold harmless the Owner and Owner Parties shall survive expiration or termination of this Agreement provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement.

P. POWER OF ATTORNEY:

A Power of Attorney, or other satisfactory evidence of the authority of the officer signing in behalf of the Corporation, shall be furnished for the City of St. Marys' records.

Q. LOCAL VENDOR PREFERENCE:

Local Vendor means a bidder or offer or which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of St. Marys, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.

A local vendor may receive an opportunity to match for purchases, bids, proposal or contracts over \$1,000 and less than \$50,000. The local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, services and conditions, then the local vendor shall be awarded the contract.

In the event the price proposal of more than one local vendor is within 5% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 5% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposal within 5% of the lowest overall bid by a non-local vendor.

Policy to be stated. This policy shall be so stated in all applicable solicitations.

Exemptions. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

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GENERAL SCOPE OF WORK AND SPECIFICATIONS

A. Details that Apply to All Work Areas:

- 1) Contractor shall utilize the appropriate State and Local Building Codes for all work performed.
- 2) All submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
- 3) Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.
- 4) The Contractor shall be responsible for providing safe access for the general public while work is in progress.
- 5) All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
- 6) Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
- 7) The Contractor shall perform all work, make all deliveries, and have access to work areas between 8:00 A.M. and 5:00 P.M., Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
- 8) The Contractor shall be responsible for receiving, unloading, moving, storing, and protecting the materials and equipment delivered to the job site and will perform these functions with contractor's personnel.
- 9) Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
- 10) Contractor shall obtain approvals in advance for all lay down and storage areas.
- 11) All salvageable materials may remain the property of the Owner, at the Owner's discretion.
- 12) Contractor shall coordinate inspections during normal business hours as required.
- 13) The Contractor shall keep at the site one copy of all drawings and specifications in good order with all addenda and change orders noted thereon and available to the owner and to his representative(s).
- 14) Prior to any shutdown of any system (electrical, mechanical, etc.), Contractor shall supply, not less than five (5) working days' notice to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.

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- 15) Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
- 16) Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
- 17) Contractor shall be responsible for the renovations to existing interior finishes including flooring, ceilings, molding, trim, drywall, painting, and accessories necessary for the construction of the project. Repair work shall not exceed a 4 feet radius from the plumbing fixture and/or construction item.

B. Exclusions:

- 1) Any and all work associated with hazardous materials including asbestos, lead, and mold is excluded from this scope of work. If at any time hazardous materials are uncovered, work will stop until the appropriate method of abatement or removal is determined. Method of removal may initiate a contract modification.
- 2) Any Modifications to Electrical Panel to Support Electrical Devices is excluded from this proposal.
- 3) Any tear-out, repair work, and other unforeseen work will be brought to the Owner's attention and addressed with a supplemental proposal as needed.

C. Materials:

- 1) All New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers shall be Bobrick B-72974 or equal.
- 2) All New Battery-Powered, Motion Sensing/Touchless Soap Dispensers shall be Bobrick B-2012 or equal.
- 3) All New Single and Bi-level Stainless Steel Drinking Fountain and Bottle Filling Stations shall be Halsey Taylor HTHB-HAC8SS-WFor HTHB-HAC8BLSS-WF or equal.
- 4) All New Touchless Lavatory Faucets shall be Chicago Faucet116.201.AB.1or equal.
- 5) All New Touchless Flush Valves shall be Zurn ZER6000AV-HET or equal.
- 6) All New Touchless Urinal Flush Valves shall be Zurn ZTR6203-ULF or equal.
- 7) All New Commercial Toilets shall be American Standard Priolo ADA or equal.

D. Submittals:

- 1) Contractor shall submit to Owner for approval, three manufacturer's cut sheets for materials utilized for this project prior to commencing any work.
- 2) Contractor shall submit a proposed list of subcontractors and a schedule showing a proposed duration of construction with the price proposal package.

E. Permitting:

Contractor shall obtain applicable permits. The City of St. Marys will not charge the

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contractor a fee for the permits.

F. Schedule:

- 1) All work shall be completed during normal working hours (8:00 am to 5:00 pm)
- 2) Contractor to propose a detailed construction schedule and submit with proposal package.
- 3) Project construction will be scheduled upon receipt of the Notice to Proceed.
- 4) The work shall be completed within 90 calendar days from date of the Notice to Proceed issuance.
- 5) The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

G. Owner Responsibilities:

- 1) Provide access to the worksite during normal working hours.
- 2) Provide a staging area for project related materials.

H. Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

- 1) This Detailed Scope of Work
- 2) Owner issued Contract Documents
 - a. Specifications, Drawings, and Sketches.
 - b. Other documents referenced immediately above.

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FACILITY SPECIFIC SCOPE OF WORK:

The Contractor shall furnish all necessary materials, equipment, labor, and supervision to provide and install the work as described below for each facility.

A. CITY HALL:

- Demo and Remove Existing Manual Toilet Flush Valves (5 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (5 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (1 Total)
- Demo and Remove Existing Residential Tank Toilets (6 Total)
- Furnish and Install New Commercial Toilets with Battery-Powered, Automatic/Touchless Flush Valves (6 Total)
- Demo and Remove Existing Manual Sink Faucets (10 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (10 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (10 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (10 Total)
- Demo and Remove Existing Single Stainless-Steel Drinking Fountain (1 Total)
- Furnish and Install New Single Drinking Fountain and Bottle Filling Station (1 Total)

1) New Teller Window Area:

- Cut Rough Opening for Teller Window in existing Drywall in Owner Approved Location
- Furnish and Install New 3' x 4' Teller Window and Framing
- Window Components Include:
 - 1/4" Tempered Glass
 - Aluminum Framing (Satin Finish)
 - 12" x 6" Pass-through (1 Total)
 - Counter
 - Speak Hole
 - Speak Hole Cover (1 Total)
- Install Two (2) Duplex Receptacles in New Space for Teller Station
- Demo Existing 2x4 Fluorescent Lighting Fixture (1 Total)
- Furnish and Install New 2x4 LED Lay-in Light Fixture (1 Total)
- Furnish and Install New Custom L-shaped Desk for New Teller Window area
- Under-counter Locking File Drawer (2 Total)

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- Under-desk Slide-out Keyboard Platform (1 Total)

2) City Council Chambers Doors and Hardware

- Demo and Remove Existing Door Hardware for Council Chambers Doors
 - Door Closers
 - Panic Devices
 - Kick Plates
 - Hinges
 - Pull Hardware
- Salvage Existing Wood Doors for Reinstallation
- Reinstall Wood Doors with Associated New Hardware:
 - Power Assist Door Operator
 - Door Closers
 - Panic Devices
 - Kick Plates
 - Hinges
 - Pull Hardware
- All Hardware to have Clear Satin Finish
- Furnish and Install Remote Push Plates and Receivers for New Door Operator Assembly(2 Total)
- Furnish and Install ADA signage as appropriate for automated doors.

B. COMMUNITY BUILDING (OLD DEPARTMENT OF LABOR BUILDING):

- Demo and Remove Existing Residential Tank Toilets (2 Total)
- Furnish and Install New Commercial Toilets with Battery-Powered, Automatic/Touchless Flush Valves (2 Total)
- Demo and Remove Existing Manual Sink Faucets (2 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (2 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (2 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (2 Total)

C. TOURISM BUILDING:

- Demo and Remove Existing Manual Toilet Flush Valves (3 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (3 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (1 Total)
- Demo and Remove Existing Manual Sink Faucets (2 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (2 Total)

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- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (3 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (2 Total)

D. ORANGE HALL:

- Demo and Remove Existing Manual Toilet Flush Valves (3 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (3 Total)
- Demo and Remove Existing Urinal Flush Valves (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (1 Total)
- Demo and Remove Existing Manual Sink Faucets (2 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (2 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (2 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (2 Total)

E. HOWARD GILMAN WATERFRONT PARK:

- Demo and Remove Existing Manual Toilet Flush Valves (6 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (6 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (2 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (2 Total)
- Demo and Remove Existing Manual Sink Faucets (6 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (6 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (4 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (6 Total)

F. LIBRARY:

- Demo and Remove Existing Manual Toilet Flush Valves (5 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (5 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (1 Total)
- Demo and Remove Existing Manual Sink Faucets (6 Total)

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT

- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (6 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (6 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (6 Total)
- Demo and Remove Existing Bi-Level Stainless-Steel Drinking Fountain (1 Total)
- Furnish and Install New Bi-Level Drinking Fountain and Bottle Filling Station (1 Total)

G. AQUATIC CENTER:

- Demo and Remove Existing Manual Toilet Flush Valves (9 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (9 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (3 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (3 Total)
- Demo and Remove Existing Manual Sink Faucets (9 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (9 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (7 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (11 Total)
- Demo and Remove Existing Bi-Level Outdoor Drinking Fountain (1 Total)
- Furnish and Install New Bi-Level Drinking Fountain and Bottle Filling Station (1 Total)

H. POLICE DEPARTMENT:

- Demo and Remove Existing Manual Toilet Flush Valves (14 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (14 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (5 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (5 Total)
- Demo and Remove Existing Manual Sink Faucets (20 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (20 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (5 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (20 Total)

CITY OF ST. MARYS
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- Demo and Remove Existing Bi-Level Stainless-Steel Drinking Fountains (2 Total)
- Furnish and Install New Bi-Level Drinking Fountain and Bottle Filling Stations (2 Total)

I. PUBLIC WORKS DEPARTMENT:

- Demo and Remove Existing Manual Urinal Flush Valves (3 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (3 Total)
- Demo and Remove Existing Residential Tank Toilets (4 Total)
- Furnish and Install New Commercial Toilets with Battery-Powered, Automatic/Touchless Flush Valves (4 Total)
- Demo and Remove Existing Manual Sink Faucets (4 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (4 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (5 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (5 Total)
- Demo and Remove Existing Single Stainless-Steel Drinking Fountains (4 Total)
- Furnish and Install New Single Drinking Fountain and Bottle Filling Station (4 Total)

J. FIRE STATION #2:

- Demo and Remove Existing Manual Toilet Flush Valves (4 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (4 Total)
- Demo and Remove Existing Manual Urinal Flush Valves (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Flush Valves (1 Total)
- Demo and Remove Existing Manual Sink Faucets (4 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (4 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (5 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (4 Total)

K. FIRE STATION #9:

- Demo and Remove Existing Residential Tank Toilets (4 Total)
- Furnish and Install New Commercial Toilets with Battery-Powered, Automatic/Touchless Flush Valves (4 Total)
- Demo and Remove Existing Manual Sink Faucets (4 Total)

CITY OF ST. MARYS
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- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (4 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (4 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (4 Total)

L. FIRE STATION #7:

- Demo and Remove Existing Residential Tank Toilets (3 Total)
- Furnish and Install New Commercial Toilet with Battery-Powered, Automatic/Touchless Flush Valves (3 Total)
- Demo and Remove Existing Manual Sink Faucets (3 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucets (3 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (3 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (3 Total)

M. CEMETERY:

- Demo and Remove Existing Residential Tank Toilets (1 Total)
- Furnish and Install New Commercial Toilet with Battery-Powered, Automatic/Touchless Flush Valve (1 Total)
- Demo and Remove Existing Manual Sink Faucets (1 Total)
- Furnish and Install New Battery-Powered, Automatic/Touchless Faucet (1 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Paper Towel Dispensers (1 Total)
- Furnish and Install New Battery-Powered, Motion Sensing/Touchless Soap Dispensers (1 Total)

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT

CITY OF ST MARYS
418 OSBORNE STREET
ST MARYS, GA 31558

COVID-19 RELATED FACILITIES IMPROVEMENT PROJECT

DATE SUBMITTED: _____

Gentlemen:

Having carefully examined the Plans, Specifications, and other Contract Documents relating to the **COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT**, and Addendum No.(s) _____, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools, and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the afore said Plans, Specifications, and other Contract Documents , and all Amendments and Addenda thereto, for the sums hereinafter stated.

In case the bidder is given in writing by mail, telegraph, email or delivery the Notice of Award of the Bid Proposal within ninety (90) days after the time for the opening of bids, the undersigned agrees to execute within ten (10) calendar days a Contract, (Form of Agreement between Contractor and Owner) for the work for the below-stated compensation and at the same time furnish and deliver to the Owner Certificate of Insurance, and Contractor Certification forms in accordance with the instruction bound in the Project Contract and Technical Specifications.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) calendar days from the date to be specified in the Notice to Proceed from the Owner and to complete the construction within 90 consecutive calendar days after Notice to Proceed. It is also agreed that 0 days are included in the specified contract time for adverse weather days as per Article of the Agreement.

The undersigned agrees that this Bid may not be revoked or withdrawn after the time is set for the opening of bids but shall remain open for acceptance for a period of ninety (90) calendar days following such time.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand 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 the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Total Construction Lump Sum Bid: _____ \$ _____

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT

This Bid Proposal is respectfully submitted by:

Bidder (Print Name)

Signature (Owner, Partner or Corp.
Officer)

Title

If Corporation, affix seal here (SEAL)

Address

Telephone Number

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT

BID SCHEDULE –

Facility Location	Unit	Amount
City Hall	Lump Sum	
Community Building	Lump Sum	
Tourism	Lump Sum	
Orange Hall	Lump Sum	
Howard Gilman Waterfront Park	Lump Sum	
Library	Lump Sum	
Aquatic Center	Lump Sum	
Police Department	Lump Sum	
Public Works Department	Lump Sum	
Fire Station #2	Lump Sum	
Fire Station #9	Lump Sum	
Fire Station #7	Lump Sum	
Cemetery	Lump Sum	

Project Total for All Facilities

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

STATE OF GEORGIA
COUNTY OF CAMDEN

CONSTRUCTION CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 2020, by and between the CITY OF ST. MARYS, GEORGIA, a municipal corporation, hereinafter "Owner", and _____ hereinafter "Contractor",

WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the **CITY OF ST. MARYS COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT** hereinafter called the "Project".

The work to be done under this Contract shall include all labor, materials, and equipment necessary to provide for the successful completion of the project as outlined in the Invitation for Bids.

The Work, more particularly, shall consist of:

- Supplying all required components and installation of the COVID-19 Related Facilities Improvements at the following locations per the scope of work, plans and specifications.
 - City Hall, 418 Osborne Street
 - Community Building/Old Dept. of Labor, 412 Osborne Street
 - Tourism, 400 Osborne Street
 - Orange Hall, 311 Osborne Street
 - Howard Gilman Waterfront Park, 201 West St. Marys Street
 - Library, 100 Herb Bauer Drive
 - Aquatic Center, 301 Herb Bauer Drive
 - Police Department, 563 Point Peter Road
 - Public Works Department, 819 Point Peter Road
 - Fire Station #2, North Dandy Street
 - Fire Station #9, 10950 Colerain Road
 - Fire Station #7, 205 Spinnaker Drive
 - Oak Grove Cemetery, Bartlett Street

In addition, the work required includes:

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

- The work shall be executed in the best and most workmanlike manner by qualified and efficient workers, in strict conformity with the best standard practice.
- The Contractor shall be responsible for providing safe access for the general public while work is in progress.
- The site shall be kept free of waste as the work progresses. The contractor shall be responsible for the proper disposal all waste generated from this project.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be inferred there from, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or
- (c) By cost and percentage; or
- (d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

4

The unit price set forth on the Bid Schedule shall be the basis for the contract price. Payment at the unit price will be based on actual measured quantities in the Work, except where the unit is a lump sum, in which case payment will be based upon the lump sum price as stated.

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the Not to Exceed Amount of _____ which is to be paid as follows:

- a) The Owner shall make partial payments monthly to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month, less 10% retainage, which is to be retained by the Owner until such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the ____ day of _____, 2020, and contract time for installation of the plants shall be 90 consecutive calendar days from the date of the Notice to Proceed which is the _____ of _____, 20___. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$200 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty. The parties agree that the owner would be damaged in ways difficult to calculate as a result of contractor's failure to complete the project on time. The parties further agree that the liquidated damages set forth herein accurately reflect those damages and are not imposed as a penalty.

7

Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

9

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

10

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

11

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans,

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

specifications, list of materials and Owner's Public Works Manual and Specifications, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

12

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

13

In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

14

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

15

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

16

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

Georgia.

18

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

19

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: 418 Osborne Street, St. Marys, Georgia 31558.

To the Contractor at: _____

20

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

22

NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
CONSTRUCTION CONTRACT

In witness whereof the parties have executed this Contract this _____ day of _____, 2020.

OWNER:

CITY OF ST. MARYS, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____ (SEAL)
John F. Morrissey- Mayor

Witness

Attest: _____ (SEAL)
Deborah Walker-Reed -City Clerk

Notary Public

CONTRACTOR:

By: _____ (SEAL)

Attest: _____ (SEAL)
Secretary (if corporation)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE BID BOND)

City of St. Marys, Georgia

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
(Name of Contractor)

hereinafter called Principal, and _____
(Name of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia,
hereinafter called Surety, are held and firmly bound unto the City of St. Marys, Georgia in the sum of _____

_____ Dollars (\$ _____) in lawful money of
the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of St. Marys, Georgia, a proposal for
furnishing materials, labor and equipment for: **City of St. Marys COVID-19 Related Facilities Improvements**
Project

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise
required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid be accepted, the Principal shall within ten
days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the
terms, conditions, and prices set forth in the form and manner required by the City of St. Marys, Georgia, and execute a
sufficient and satisfactory Performance Bond and Payment Bond payable to the City of St. Marys, Georgia, each in an
amount of 100% of the amount hereof in good and lawful money of the United States of America, not as a penalty, but as
liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in
accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not
limited to, O.C.G.A. SS 36-91-1, et. seq. , and is intended to be and shall be constructed as a bond in compliance with the
requirements thereof.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto
caused to be affixed its corporate signature and seal, by its dully authorized officers, on

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE BID BOND)

Signed, sealed, and dated this day of _____ A.D., 2020.

CONTRACTOR - PRINCIPAL: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE PERFORMANCE BOND)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
Principal, hereinafter called Contractor, and _____ of
_____ a corporation organized and existing under
the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly
bound unto the CITY OF ST. MARYS, as Obligee, hereinafter called Owner, in the amount of
_____ Dollars
(\$_____) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Contractor has by written agreement dated _____, 20__ entered into
a contract with Owner for construction of the **CITY OF ST. MARYS COVID-19 RELATED
FACILITIES IMPROVEMENTS PROJECT** for the City of St. Marys, Georgia, in accordance
with Specifications prepared by the Owner, which contract is by reference made a part hereof,
and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and then this obligation shall be null and
void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the
Contract, the Owner having performed Owner's obligations there under, the Surety may promptly
remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, or,
if the Owner elects, upon determination by the Owner and Surety jointly of the
lowest responsible bidder, arrange for a contract between such bidder and Owner,

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE PERFORMANCE BOND)

and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by Owner of the work there under.

Signed and sealed this _____ day of _____, 20____, in the presence of:

(Witness)

Principal

By: _____(SEAL)

(Witness)

Surety

By: _____(SEAL)

(Attach Certified & Dated Power of Attorney)
DO NOT DATE PAYMENT BOND.
BOND DOCUMENT WILL BE DATED BY CITY OF ST. MARYS, GEORGIA

(Bond must not be dated prior to date of Agreement)

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE PAYMENT BOND)

KNOW ALL MEN BY THESE PRESENTS, that we _____ as a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as surety, are held and firmly bound unto the City of St. Marys, Georgia, hereinafter called Owner, in the sum of _____ dollars (in words), (\$_____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for the construction of the CITY OF ST. MARYS COVID-19 RELATED FACILITIES IMPROVEMENT PROJECT in accordance with the specifications prepared by the Owner, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor

CITY OF ST. MARYS
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(SAMPLE PERFORMANCE BOND)

was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contact with the Contractor, shall have been given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After one year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated,
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or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.
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CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT
(SAMPLE PERFORMANCE BOND)

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest: _____(SEAL)
Principal (Bidder)

_____ By: _____
Signature

Typed Name

Title

Attest: _____(SEAL)
Surety

_____ By: _____
Signature - Attorney-in-Fact

Typed Name

(Attach Certified & Dated Power of Attorney)
DO NOT DATE PAYMENT BOND.
BOND DOCUMENT WILL BE DATED BY CITY OF ST. MARYS, GEORGIA
(Bond must not be dated prior to date of Agreement)

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT



IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	City of St. Marys COVID-19 Related Facilities Improvements Project

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Contractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 20__

 Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT



IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	City of St. Marys COVID-19 Related Facilities Improvements Project

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor's Name:	
Subcontractors:	

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT



IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	City of St. Marys COVID-19 Related Facilities Improvements Project

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Subcontractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 20__

 Notary Public

[NOTARY SEAL]

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

CITY OF ST. MARYS
COVID-19 RELATED FACILITIES IMPROVEMENTS PROJECT



City of St. Marys
Affidavit Verifying Status
For City Public Benefit Application

By executing this affidavit under oath, as an application for a City of St. Marys, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for:

- Business License
- Georgia Occupational Tax Certificate
- Alcohol License
- Taxi Permit or
- Other public benefit

Please check one

Name: _____
Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

1. I am a United States citizen
- OR
2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of the Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

Printed Name

_____ DAY OF _____, 20 ____

Alien Registration number for non-citizens

Notary Public

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below: