



Request for Proposals

RFP Item #20-274

**Design/Build Pre-Engineered Warehouse
Central Services Construction Shop
2760 Peach Orchard Road**

For

Augusta, Georgia – Central Services Department
– Facilities Maintenance Division

RFP Due: Tuesday, November 10, 2020 @ 2:00 p.m.

One Original and Seven (7) Copies of RFP shall be submitted

Until further notice

**All bid openings, conferences and evaluation meetings
will be conducted by electronic teleconferencing via ZOOM.
Instructions are enclosed.**

*Thanks for doing business with us . . .
Geri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901*



Table of Contents

Request for Proposal

Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

Notice to All Proponents **Required to be returned with your submittal. Both documents must be notarized**

- Attachment B **Must return the 2 pages**
- Systematic Alien Verification for Entitlements (SAVE) Program

Local Small Business Opportunity Program Ordinance Requirements

Request for Proposal Specifications

Request for Proposal

Request for Proposals will be received at this office until **Tuesday, November, 10, 2020 @ 2:00 p.m.**
for furnishing: **ZOOM Opening ID: Meeting ID: 931 2721 3791 Passcode: 645426**

RFP Item # 20-274 Design/Build Pre-Engineered Warehouse – Central Services Department – Facilities Maintenance

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre Proposal Conference will be held on Monday, October 26, 2020, @ 2:00 p.m. via ZOOM ID: 972 9261 5439 and Password: 261996

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, October 27, 2020, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of 90 days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 1, 8, 15, 22, 2020
Metro Courier October 1, 2020

Revised: 2/17/2016

cc: Tony McDonald Deputy Administrator
 Takiyah Douse Central Services Department
 Rick Acree Central Services Department

Revised: 8/11/2016

**PROCUREMENT DEPARTMENT BIDS AND CONTRACTS
ELECTRONIC PRE-PROPOSAL CONFERENCE INFORMATION
PROCUREMENT DEPARTMENT
ELECTRONIC ZOOM INFORMATION**

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Bid Conferences and Openings to award quality contracts for Augusta. Bidders may participate in our Public Bid Pre-Bid Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFP INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone or Android device

***RFP Pre-Proposal Conference - Item # 20-274 Design/Build
Pre-Engineered Warehouse***

Monday, October 26, 2020 @ 2:00 p.m.

ZOOM Pre-Proposal Conference:

1. Go to <https://zoom.us/join> and enter meeting ID: **972 9261 5439**
2. Password: **261996**
3. Teleconference: Telephone number: **646 876 9923**

RFP Opening - Item # 20-274 Design/Build Pre-Engineered Warehouse

November, 10, 2020 @ 2:00 p.m.

ZOOM Opening:

1. Go to <https://zoom.us/join> and enter meeting ID: **931 2721 3791**
2. Password: **645426**
3. Teleconference: Telephone number: **646 876 9923**

UNOFFICIAL RFP SUMMARY RESULTS

Unofficial RFP results will be posted on the Augusta Procurement Department Website via ARCBid application within **1 hour** after the RFP opening
<http://appweb2.augustaga.gov/arcbid/Disclaimer.aspx>

OFFICIAL RFP RESULTS will Post within 5 Days

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2888

INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.

1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NI D=685> **Guidelines & Procedures.**

1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating, but must name a unit price on each item submitted upon.

1.5 **All protest shall be made in writing to:**

**Attn: Geri A. Sams,
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email:
procbidandcontract@augustaga.gov**

1.6 **Minority/Women Business Enterprise (MWBE) Policy: *Court Order Enjoining Race-Based Portion of DBE Program*** *Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce 2 mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

1.8 **Terms of Contract:** (Check where applicable)
 (A) Annual Contract
 (B) One time Purchase.
 (C) Other



NOTICE TO ALL VENDORS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal – No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

and/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a RFP. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1)____: (#2)____: (#3)____: (#4)____: (#5)____: (#6)____: (#7)____: (#8)____:

NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of age, race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption; That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a proposal, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.) _____**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

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 SEAL

Notary Public

My Commission Expires: _____

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

_____ *[RFP Project Number and Project Name]*

_____ *[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

_____ *[Print/Type: Name of business, corporation, partnership, or other private entity]*

- 1.) _____ I am a citizen of the United States.
OR
- 2.) _____ I am a legal permanent resident 18 years of age or older.
OR
- 3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

*** Alien Registration Number for Non-Citizens**

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

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 7/12/2015

Local Small Business Opportunity Program Ordinance Requirements
Notice To All Proponents PLEASE READ CAREFULLY) Shall apply to ALL
Bids/RFPs/RFQs regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form
visit: <http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>
SHALL APPLY TO PROJECTS \$100,000 & UP

Sec. 1-10-129. Local small business opportunities program participation.

(a) **Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.** The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each Proponent shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All solicitation documents shall require bidders or proponents to submit with their bid/proposal the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small

businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(d) **Post Contract Award Requirements.** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) **Compliance.**

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(i) **Competitive Bids.**

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

For questions and or additional information please contact:

Local Small Business Opportunity Program,
535 Telfair Street, Room 530,
Augusta, Georgia 30901
(706) 821-2406.

NOTE: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid/RFP/RFQ Number.

Rev. 6/27/2013

TABLE OF CONTENTS

SECTION I
Introduction

SECTION II
Scope of Services

SECTION III
Projects and Ownership of Data

SECTION IV
Indemnification and Insurance
and Pre-Proposal Conference

SECTION V
General Format

SECTION VI
Proposal Requirements

SECTION VIII
Criteria for Evaluation

SECTION IX
SELECTION PROCESS

EXHIBIT I
Fee Proposal

EXHIBIT II
Contract

EXHIBIT IV
Schematic Plan

SECTION I INTRODUCTION:

Augusta, Georgia (hereinafter referred to as the Owner) intends to select a vendor to provide the services of design/build and construction of a pre-engineered storage warehouse for the Central Services Department. Your submittal should respond to, and be based on, the information included in this Request for Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Tuesday, November 10, 2020 @ 2:00 p.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 20-274 Design/Build Pre-Engineered Warehouse.** No RFP will be accepted by fax, all must be received by mail or hand delivered. **Vendors are required to submit one (1) marked unbound original and seven (7) copies of the RFP.**

Opening will be via ZOOM Meeting ID: 931 2721 3791 Passcode: 645426

A Pre Proposal Conference will be held on Monday, October 26, 2020, @ 2:00 p.m. via ZOOM ID: 972 9261 5439 and Password: 261996.

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by Tuesday, October 27, 2020 @ 5:00 p.m. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all of the requested information may cause the submittal to be rejected as non-responsive.

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The

Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **For a proposal to be considered it must remain valid for at least 90 days pending the execution of contract with the successful bidder(s).** The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices. **All documents will be typewritten on standard 8 x 11 white paper.** Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

SECTION II SCOPE OF SERVICES:

BACKGROUND:

The project involves design and construction of a pre-engineered storage warehouse in the size indicated in **Exhibit IV** to meet current and future storage need for the Central Services Department located at:

**Central Services Construction Shop
2760 Peach Orchard Road
Augusta, GA 30906**

SCOPE OF WORK:

The scope of work shall be as follows:

1) Design:

- a) Prepare design documents for owner's approval to construct a pre-engineered structure to be used for warehouse purposes.
 - i) Design documents shall include all drawings and necessary for agency review and permitting, and construction, including, but not limited to:
 - (1) Site
 - (2) Structure
 - (3) Architectural
 - (4) Plumbing, Mechanical and Electrical
 - (5) Specifications
- b) Design documents shall be sealed by a design professional licensed to perform these services in the state of Georgia.
- c) Design shall be in accordance with all applicable codes and regulations.

2) Foundation:

- a) Concrete slab, smooth finish, 3000 PSI minimum.
- b) Slab shall be a minimum of 6" thick with a 16" (min)
- c) Turn down thickness at OH door shall be 20" min and slab thickness at OH door shall be 8" min extending the full width of the opening and 12' into the building

3) Pre-Engineered Building:

- a) Building shall meet all code mandated live, dead, seismic and wind load requirements prescribed for the building location
- b) Wall panels shall be 26 ga prefinished panels equal to MBCI PBR panels in a manufacturers' standard color. Finish shall be warranted for 20 years.
- c) Roof panels shall be 24 ga galvanized or galvalume, concealed fastener, floating panel system equal to MBCI BattenLok HS. Roof System shall be warranted to be weathertight for a period of 20 years.
- d) Pre-Engineered metal building walls and roof shall be insulated to meet the minimum standards required by code.
- e) Steel structure shall be primed using red oxide primer and all members shall be sized and spaced to meet load requirements.
- f) Prefinished gutters and downspouts are required and shall be configured to route water away from the new warehouse and existing buildings.
- g) Eave height shall be 12'-0" nominal

4) Doors

- a) Man doors shall be HM Doors, 3-0x7-0 in HM frames suitable for incorporation to the metal building system. Doors shall be spaced and in the quantity mandated by current life safety codes.
- b) Door hardware should include panic bars on the inside, with keyed locks and deadbolts outside
- c) All entries shall be accessible.
- d) Overhead doors shall be 12' wide x 12' high

5) Plumbing

- a) None required

6) Electrical

- a) Install exposed quad boxes mounted to the structural bents along the sidewalls mounted at 48" AFF. Each box is to be on a separate 30 amp double pole breaker.
- b) Install LED lighting as required to maintain a lighting level of 20 footcandles. Light switches shall be located adjacent to the man doors. Three or four way switching shall be employed in the event of multiple man doors.
- c) Install emergency and exit lighting as required by code.

7) ALTERNATE AND AWARD

There is a base bid for the building size shown in **Exhibit IV** and an alternate to increase the size.

The alternate pricing is the amount the contract will increase to provide the additional space.

**SECTION III
PROJECT AND OWNERSHIP OF DATA**

PROJECT DESCRIPTION:

The project involves design and construction of a pre-engineered storage warehouse to meet current and future storage need for the Central Services Department Construction Shop.

OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc, which are prepared or produced under this contract shall be that of Augusta.

**SECTION IV
INDEMNIFICATION AND INSURANCE
and PRE-PROPOSAL CONFERENCE**

INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless Augusta and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.

PRE-PROPOSAL CONFERENCE:

A Pre Proposal Conference will be held on **Monday, October 26, 2020, @ 2:00 p.m. via ZOOM ID: 972 9261 5439 and Password: 261996**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by **Tuesday, October 27, 2020, @ 5:00 P.M.**

**SECTION V
GENERAL FORMAT**

Each Consultant that wishes to be considered for selection to perform this scope of services shall submit to Augusta, Georgia their proposal in the following general format. Failure to follow the required format may result in your organization’s proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have, at a minimum, the following features:

SECTION CONTENTS

1. PROCUREMENT DOCUMENTS:

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

2. LETTER OF INTEREST

The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP.

3. QUALIFICATIONS & EXPERIENCE OF THE FIRM

Firm’s History, Staff Experience & resume – All proposers shall provide a brief history of the firm including staff member’s experience, resumes and accomplishments which are relevant to the scope of work stated in this proposal. Include all subcontractors that are to be utilized by your company to perform the scope of services listed in this RFP.

Provide information on individual as well as related corporate experiences. This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible party shall be clearly identified as such.

Provide the company’s primary business interest and/or operations including organization and affiliations.

4. MANAGEMENT AND TECHNICAL RESOURCES:

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

5. SCOPE OF SERVICES:

Provide experience and approach to the following as requested in the specifications:

- Design/Build experience specific to pre-engineered warehouses
- Past performance on projects similar in nature
- Evidence that firm fully understands Owner’s goals and project scope
- Time is a consideration in completion of this project. Firms shall provide a proposed project schedule.

7. FINANCIAL STABILITY

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.**
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.**

8. REFERENCES:

References shall include the name, address, e-mail, fax and telephone numbers of at least three clients for whom design services for library projects similar in size and scope have been performed. Contact information should be current.

9. FEE PROPOSAL

The Consultant’s proposal shall indicate the proposed fee as a lump sum fee with unit rates for Additional Services as included in the Bid Form EXHIBIT I.

Fee Proposal: The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses.

Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 20-274 Design Build Pre Engineered Storage Building.

**SECTION VI
PROPOSAL REQUIREMENTS**

The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) marked unbound original and seven (7) copies of its fee proposal.

- In addition to the Procurement Documents and the Proposal Submission form, **firms shall include not more than thirty (30) pages of text** in which the firm shall describe the proposed work program as interpreted from the Scope of Services. The firm may include up to ten (10) pictures documenting projects that demonstrate relevant experience or expertise. **One (1) unbound original and seven (7) copies** of the proposal must be submitted for initial distribution and evaluation. Firms shall outline the scope of work, elements and tasks therein and the means of execution. Statements shall be submitted in three ring binders, minimum 1” thick. Each proposal shall have a “Program Schedule” depicting the chronological sequence of how the Consultant proposes to conduct the project through all work elements and tasks within each element.

- An official authorized to bind the offer must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm.
- Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.
- Augusta reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of Augusta and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal
- Proposal should include professional qualifications, specialized experience, technical competence, and capacity to accomplish the work. Past performance on similar projects should be documented by references and other means. Firms should also include information reflecting financial performance on past projects with respect to the following factors:
 - Project scope
 - Owner's original budget
 - Actual cost at project completion
- The firms shall provide a **FEE PROPOSAL that includes all items that are required to provide the services requested.** No additional unapproved expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 20-274 Design/Build Pre-Engineered Warehouse. All items related to cost will be placed in a separate sealed envelope.**
- When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.
- It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.
- Each proposal will be evaluated using the following criteria of evaluation. The evaluation criteria as outlined should be addressed and the firm's abilities and compliance provided.



SECTION VII CRITERIA FOR EVALUATION

RFP – Evaluation/Scoring Guidelines

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia’s requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. **Scope of Services to be Provided (30 points)**

Experience and approach to the following:

- Design/Build experience specific to pre-engineered warehouses
- Past performance on projects similar in nature
- Evidence that firm fully understands Owner’s goals and project scope.
- Time is a consideration in completion of this project. Firms shall provide a proposed project schedule.

5. **Financial Stability (5 points).**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.

6. **References (5 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.
- b. Include specific individuals with addresses and telephone numbers.

7. **Proximity to Area (10 points)**

- a. Within Richmond County 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 point

8. **Presentation by Team (10 points) (Optional)**

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. **Q&A Response to Panel Questions (5 points) (Optional)**

Proposer provides responses to various interview panel questions.

10. **Cost/Fee Proposal (10 points) Enclosed in a separate sealed envelope.**

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		15											
3	Organization & Approach		10											
4	Scope of Services Experience and approach to the following: <ul style="list-style-type: none"> • Design/Build experience specific to pre-engineered warehouses • Past performance on projects similar in nature • Evidence that firm fully understands Owner's goals and project scope • Time is a consideration in completion of this project. Firms shall provide a proposed project schedule. 		30											
5	Financial Stability		5											
6	References (include specific individuals with addresses and telephone numbers).		5											
7	Proximity to Area <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Within Richmond County</td> <td style="width: 50%;">10 points</td> </tr> <tr> <td>Within CSRA</td> <td>6 points</td> </tr> <tr> <td>Within Georgia</td> <td>4 points</td> </tr> <tr> <td>Within SE United States (includes AL, TN, NC, SC, FL)</td> <td>2 points</td> </tr> <tr> <td>All Others</td> <td>1 points</td> </tr> </table>	Within Richmond County	10 points	Within CSRA	6 points	Within Georgia	4 points	Within SE United States (includes AL, TN, NC, SC, FL)	2 points	All Others	1 points		10	
Within Richmond County	10 points													
Within CSRA	6 points													
Within Georgia	4 points													
Within SE United States (includes AL, TN, NC, SC, FL)	2 points													
All Others	1 points													
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Rating (0-5)	Weight	Score (Rating * Weight)										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	Cost/Fee Proposal Consideration <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Lowest Fee</td> <td style="width: 50%;">10</td> </tr> <tr> <td>f. Second</td> <td>6</td> </tr> <tr> <td>g. Third</td> <td>4</td> </tr> <tr> <td>h. Fourth</td> <td>2</td> </tr> <tr> <td>i. Fifth</td> <td>1</td> </tr> </table>	Lowest Fee	10	f. Second	6	g. Third	4	h. Fourth	2	i. Fifth	1		10	
Lowest Fee	10													
f. Second	6													
g. Third	4													
h. Fourth	2													
i. Fifth	1													
Total:			100											

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION IX SELECTION PROCESS

SELECTION PROCESS

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluation as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria **WILL** result in your proposal declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

PRICE PROPOSALS

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

**Price shall be submitted in a separate sealed envelope with the following information on the outside of it:
to RFP 20-274 Design/Build Pre-Engineered Warehouse.**

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.

EXHIBIT I – FEE PROPOSAL

SECTION I - PROPOSAL

Name of Firm _____

SECTION II – COST

(Please note the price is to include **ALL** costs associated with the scope to include, but not limited to, design, materials, equipment, labor, permits, safety, and disposal.)

BASE BID:

The above firm proposes to undertake the referenced project at the following quoted price:

\$ _____ Dollars (\$ _____)

ALTERNATE ONE:

The above firm proposes to undertake the work included under Alternate One by increasing the base bid by the following amount:

\$ _____ Dollars (\$ _____)

SECTION IV- COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Contact Person _____

Company _____

Title _____

Address _____

Telephone Number _____

Organized under the laws of the State of _____

Principal place of business at _____

Following are the names and addresses of all persons having ownership interest of 3% or more in the Company:
(Attach more sheets if necessary)

NAME	ADDRESS
_____	_____
_____	_____

Signature _____ Date _____

Name (Printed) _____ Title _____

**Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it:
RFP 20-274 Design/Build Pre-Engineered Warehouse.**

EXHIBIT II
Pre-Engineered Warehouse – Central Services Department
Construction Shop
Bid Item # 20- 274

INDEX TO CONTRACT

<u>Section</u>	<u>Title</u>
A	Agreement
COA	Certificate of Owner's Attorney
NP	Notice to Proceed
GC	General Conditions
SGC	Supplemental General Conditions
SC	Special Conditions

SECTION A
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, **2020** by and between Augusta Georgia, a political subdivision of the State of Georgia, hereinafter called "Owner" and _____ doing business as a corporation hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements as hereinafter mentioned the sufficiency which is hereby acknowledged, the parties agree to as follows:

1. The Contractor will commence construction of the **Pre-Engineered Warehouse – Central Services Construction Shop**. All work is to be in accordance with the requirements of Bid Item **# 20-274** and related documents as listed in item 5 below.
2. The Contractor shall provide all labor, material, parts, engineering, licensing and certifications required by any applicable regulation. Furthermore, the Contractor will furnish all drawings, product data, material, supplies, tools, equipment, labor, traffic control and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within **Thirty (30)** calendar days after the date of the Notice of Proceed and will complete the work not later than **One Hundred Eighty (180)** calendar days after notice to proceed, unless the period of completion is extended otherwise in accordance with the terms of this agreement.
4. The Contractor agrees to perform all the work described in **Bid Item #20-274** for the sum of _____ **dollars (\$_____)**.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Request for Bids # <u>20-274</u>	
Bid Bond	Notice of Award	Agreement
Performance/Payment Bonds	Certificate of Owner's Attorney	Notice to Proceed
Change Order(s)	General Conditions	Plans
Supplemental General Conditions	Special Conditions	Technical Specifications
Addendum #___to Bid Item 20-274		
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in **Five (5)** counterparts, each of which shall be deemed an original on the date first above written.

OWNER: **AUGUSTA, GEORGIA** ATTEST:

BY: _____
Hardie Davis (Mayor)

NAME: _____
Lena Bonner (Clerk)

CONTRACTOR: _____

ATTEST:

BY: _____

(SEAL)

NAME: _____
(Type or Print)

NAME: _____
(Type or Print)

TITLE: _____

TITLE: _____

ADDRESS:

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned _____, the authorized and acting legal representative of Augusta, Georgia, do hereby certify as follows:

I have examined the attached Contract(s) and Surety Bonds, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Wayne Brown

General Counsel

Augusta, Georgia Law Department

DATE: _____

SECTION NP

NOTICE TO PROCEED

TO: _____

DATE: _____, **2020**

PROJECT: **Pre-Engineered Warehouse – Central Services Construction Shop**

You are hereby notified to commence work in accordance with the Agreement dated _____, **2020**.

This Notice accompanies the accepted Shop Drawings. You are to complete the work not later than 90 days following the issuance of this Notice to Proceed.

BY: _____
Richard M. Acree, Jr., AIA, Project Manager
Central Services Department

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____ day of _____, . _____

BY: _____

TITLE: _____

SECTION GC**GENERAL CONDITIONS**

INDEX TO ARTICLES OF GENERAL CONDITIONS

<u>Section</u>		<u>Page</u>
GC-01	Definitions	12
GC-02	Additional Instructions and Detail Drawings	14
GC-03	Schedules, Reports and Records	14
GC-04	Drawings and Specifications	14
GC-05	Shop Drawings	15
GC-06	Materials, Services and Facilities	15
GC-07	Inspection and Testing	15
GC-08	Substitutions	16
GC-09	Patents	16
GC-10	Surveys, Permits and Regulations	16
GC-11	Protection of Work, Property and Persons	17
GC-12	Supervision by Contractor	17
GC-13	Changes in the Work	18
GC-14	Changes in Contract Price	18
GC-15	Time for Completion	18
GC-16	Correction of Work	18
GC-17	Subsurface Conditions	19
GC-18	Suspension of Work, Termination and Delay	19
GC-19	Payments to Contractor	21
GC-20	Acceptance of Final Payment as Release	21
GC-21	Insurance	21
GC-22	Contract Security	22
GC-23	Assignments	23
GC-24	Indemnification	23
GC-25	Separate Contracts	23
GC-26	Subcontracting	24
GC-27	Project Manager's Authority	24
GC-28	Land and Rights-of-Way	24
GC-29	Guarantee	24
GC-30	Taxes	25
GC-31	Work Adjacent to Railway or Other Property	25
GC-32	Order and Discipline	25
GC-33	Warning Devices and Signs	25
GC-34	Special Restrictions	25
GC-35	As-Built Drawings	25
GC-36	Allowances	25

GC-01. DEFINITIONS:

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1. **ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletion, clarifications or corrections.
2. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
3. **BIDDER:** Any person, firm or corporation submitting a bid or proposal for the work.
4. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
5. **CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.
6. **CONTRACT DOCUMENTS:** The contract including, but not limited to, Request for Proposals, Advertisement for Bids, Information for Bidders, Proposal, Bid Bond, Notice of award, Agreement, Performance Bond, Payment Bond, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Drawings and Addenda.
7. **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
8. **CONTRACT TIME:** The number of calendar days, or defined completion date stated in the Contract Documents for the completion of the work.
9. **LIFE OF THE CONTRACT:** The total duration of the Contract from Notice to Proceed to completion of all the work.
10. **CONTRACTOR:** The person, firm or corporation with whom the Owner has executed the Agreement.
11. **DRAWINGS:** The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Project Manager.
12. **FIELD ORDER:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the Project Manager to the Contractor during construction.
13. **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
14. **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
15. **OWNER:** For purposes of this Request for Bids, the Owner is Augusta, Georgia.
16. **PROJECT:** The undertaking to be performed as provided in the Contract Documents.

17. PROJECT MANAGER: The authorized representative of the Owner who is assigned to the project or any part thereof. **For purposes of this contract, the Project Manager for the Central Services Department or designated representative shall act as the Project Manager.**
18. SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.
19. SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature or materials, equipment, construction systems, standards and workmanship.
20. SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or any other Subcontractor for the performance of a part of the work at the site.
21. SUBSTANTIAL COMPLETION: That date as certified by the Project Manager when the construction of the project or a specified part can be utilized for the purposes for which it is intended.
22. SUPPLEMENTAL GENERAL CONDITIONS: Modifications and/or additions to the General Conditions of a specific nature generally aimed at the specific contract of which it is a part.
23. SUPPLIERS: Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
24. WORK: All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the project.
25. WRITTEN NOTICE: Written notice to any party of the Agreement relative to any part of this Agreement. Said Notice is considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

GC-02. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

1. The Contractor may be furnished additional instructions or detail drawings, by the Project Manager, as necessary to carry out the work required by the Contract Documents.
2. Any additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

GC-03. SCHEDULES, REPORTS AND RECORDS:

1. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed or to be performed.
2. Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and as applicable:
 - 2.1 the dates at which special detail drawings will be required; and
 - 2.2 respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
3. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

GC-04. DRAWINGS AND SPECIFICATIONS:

1. The intent of the Contract Documents is to describe the scope of work for which the Contractor shall furnish all design, labor, materials, tools, equipment and transportation necessary for the proper execution. All work is to be in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner is to be included.
2. In case of conflict between any drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings.
3. Any discrepancies, inconsistencies, or ambiguities found between the Contract Documents and site conditions shall be immediately reported to the Project Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
4. All work that may be called for in the specifications and not shown on the drawings, or shown and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways. Should any work or material be required which is not detailed in the specifications or drawings, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.
5. It is understood and agreed that the Contractor, by careful examination, has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

GC-05. SHOP DRAWINGS:

1. The Contractor shall provide design drawings, shop drawings and product data for all components as may be necessary for the prosecution of the work as required by the Contract Documents. The Project Manager shall promptly review all shop drawings. The Project Manager's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing that deviates substantially from the requirement of the Contract Documents shall be evidenced by a Change Order.
2. When submitted for the Project Manager's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
3. Portions of the work that require shop drawings or sample submission shall not commence until the shop drawings or submissions have been approved by the Project Manager. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

GC-06. MATERIALS, SERVICES AND FACILITIES:

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature necessary to execute, complete and deliver the work within the specified time.

2. Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies or equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager.
5. Materials, supplies or equipment to be incorporated into the work and purchased by the Contractor or the Subcontractor will be subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

GC-07. INSPECTION AND TESTING:

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
2. The Contractor shall provide, at his expense, the necessary testing, inspection and certification services required by the Contract Documents, unless otherwise provided.
3. The Owner shall provide all other inspection and testing services required by the Contract Documents.
4. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing or approval.
5. Neither observation by the Project Manager nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
6. The Project Manager and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
7. If any work is covered contrary to the written request of the Project Manager, it must, if requested by the Project Manager, be uncovered for his observation and replaced at the Contractor's expense.
8. If any work has been covered which the Project Manager has not specifically requested to observe prior to its being covered or if the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
9. The Contractor shall give the Project Manager 24 hours notice of starting any new work. No work shall be done or materials used without suitable supervision and inspection by the Project Manager. The Contractor shall furnish the Project Manager with necessary samples of material for testing purposes.

GC-08. SUBSTITUTIONS:

1. When a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Project Manager, such material, article or piece of equipment is of equal substance and function to that specified, the Project Manager may approve its substitution and use by the Contractor. Any cost differential shall be deducted from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

GC-09. PATENTS:

1. The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design or the product of a manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Project Manager.

GC-10. SURVEYS, PERMITS AND REGULATIONS:

1. The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
3. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing and any necessary changes shall be adjusted as provided in Section GC-13, Changes in the Work.

GC-11. PROTECTION OF WORK, PROPERTY AND PERSONS:

1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site or other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the owners of adjacent properties when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, and subcontractor or

anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Project Manager or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Project Manager or Owner, shall act to prevent threatened damage, injury or loss. He will give the Project Manager prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby and a Change Order shall be issued covering the changes and deviations involved.
4. The work under this Contract in every respect shall be at the risk of the Contractor until finished and accepted, except to damage or injury caused directly by the Owner's agents or employees.

GC-12. SUPERVISION BY CONTRACTOR:

1. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on the behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
2. All contracts shall provide that Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia

GC-13. CHANGES IN THE WORK:

1. The Owner may at any time as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
2. The Project Manager, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Manager unless the Contractor believes that such field order entitles him to a change in the contract price or time or both, in which event he shall give the Project Manager written notice thereof within ten (10) days after the receipt of the ordered change pending the receipt of an executed change order or further instruction from the Owner.

GC-14. CHANGES IN CONTRACT PRICE:

1. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
 - 1.1 Unit prices previously approved.
 - 1.2 An agreed lump sum.
 - 1.3 The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.
2. Defective pricing. To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

GC-15. TIME FOR COMPLETION:

1. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

GC-16. CORRECTION OF WORK:

1. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
3. Any omissions or failure on the part of the Project Manager to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Project Manager shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

GC-17. SUBSURFACE CONDITIONS:

1. The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
 - 1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
 - 1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. The Owner shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required, for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

GC-18. SUSPENSION OF THE WORK, TERMINATION AND DELAY:

The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor. The Project Manager shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price, an extension of the contract time, or both, directly attributable to any suspension.

If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property or if he files

a petition to take advantage of any debtor's act to reorganize under the bankruptcy or applicable laws or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Project Manager, or if, in the opinion of the Project Manager, the Contractor fails to make satisfactory progress in prosecuting the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Project Manager and incorporated in a Change Order.

The Contractor must obtain permission from the Project Manager before any equipment can be removed from the job site. In the event such equipment is removed without the Project Manager's approval, the job will be terminated until such time as the equipment is returned to the project and any time and money lost by the Contractor as a result of moving the equipment shall be absorbed by the Contractor.

Where the Contractor's services have been so terminate by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

5. After ten (10) days from delivery of a written notice to the Contractor and the Project Manager, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
6. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority of the Project Manager fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the Project Manager within thirty (30) days of its approval and presentation, then the Contractor may after ten (10) days from delivery of a written notice to the Owner and the Project Manager, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition, and in lieu of terminating the Contract, if the Project Manager has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days notice to the Owner and the Project Manager, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or the Project Manager to act within the time specified in the Contract Documents, or if no time is specified, within reasonable time, an adjustment in the contract price or an extension of the contract time or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or the Project Manager.
8. Specified excuses for delay or non-performance.
Contractor is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted
9. Termination of the Agreement for Default
Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. The Owner may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.

GC-19. PAYMENTS TO THE CONTRACTOR:

1. Between the first (1st) and the fifth (5th) of each month, the Contractor will submit to the Project Manager a partial payment estimate filled out and signed by the Contractor on an approved form covering the work performed during the period covered by the partial payment estimate and supported by such data as the Project Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Project Manager will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50%) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce the retained percentage to five (5%) percent on the current and remaining estimates. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored and insured either at or near the site.
3. All work covered by partial payment shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, material and equipment upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
4. Upon completion and acceptance of the work, the Project Manager shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages shall be paid to the Contractor, except such sums as may be lawfully retained by the Owner for saving the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
5. If the Owner fails to make payment 30 days after approval by the Project Manager, in addition to other remedies available to the Contractor, there may be added to each such payment, interest at a maximum rate of 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

6. Prohibition Against Contingency Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Owner fee related to this Agreement without the prior written consent of Owner. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
7. Georgia Prompt Pay Act not Applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

GC-20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

1. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his Sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

GC-21. INSURANCE:

1. The Contractor shall purchase and maintain during the life of this Contract such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - 1.1 Claims under Workman's Compensation, disability benefit and other similar employee benefit acts,
 - 1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of his employees,
 - 1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees,
 - 1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person; and
 - 1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.
3. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, liability insurance as hereinafter specified.
 - 3.1 Contractor's General Public liability and Property Damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than

\$500,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 for any such damage sustained by two or more persons in any one accident.

4. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workman's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
5. The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the Project Manager and the Owner.

GC-22. CONTRACT SECURITY:

1. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a Surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the Owner.

GC-23. ASSIGNMENTS:

1. Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

GC-24. INDEMNIFICATION:

1. The Contractor will indemnify and hold harmless the Owner and the Project Manager and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the Owner or the Project Manager or any of their agents or employees, by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation 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 Workman's Compensation acts, disability benefit acts or other employee benefits acts.

3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Project Manager, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

GC-25. SEPARATE CONTRACTS:

1. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results.
2. The Owner may perform additional work related to the Project by himself or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work and shall properly connect and coordinate his work with theirs.
3. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in Sections GC-13 and GC-14.

GC-26. SUBCONTRACTING:

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
2. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
3. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

GC-27. PROJECT MANAGER'S AUTHORITY:

1. The Project Manager shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

2. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant or the source of material supply.
3. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
4. The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

GC-28. LAND AND RIGHTS-OF-WAY:

1. The Owner shall provide the Contractor information which delineates and describes the land owned and right-of-way acquired.
2. The Contractor shall provide at his own expense and without liability to the Owner any additional land or building and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GC-29. GUARANTEE:

1. The contractor shall provide a warranty on all work, materials and equipment incorporated into this project. The warranty period shall not be less than one (1) year from the date of completion and shall cover parts and labor.

GC-30. TAXES:

1. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

GC-31. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY:

1. Whenever the work embraced in this Contract is near the tracks, structures or buildings of the Owner or of other railways, persons, or property, the work shall be so conducted as not to interfere with the movement of trains or other operations of the railway, or, if in any case such interference be necessary, the Contractor shall not proceed until he has first obtained specific authority and directions therefor from the proper designated officer of the Owner and has the approval of the Project Manager.

GC-32. ORDER AND DISCIPLINE:

1. The Contractor shall at all times enforce strict discipline and good order among his employees and any employee of the Contractor who shall appear to be incompetent, disorderly or intemperate or in any other way disqualified for or unfaithful to the work entrusted to him, shall be discharged immediately on the request of the Project Manager and he shall not again be employed on the workout with the Project Manager's written consent.

GC-33. WARNING DEVICES AND SIGNS:

1. The Contractor shall furnish, erect, paint and maintain appropriate warning devices in and around the construction area.

GC-34. SPECIAL RESTRICTIONS: Not Used for this Project

GC-35. AS-BUILT DRAWINGS: Not Used for this Project

GC-36. ALLOWANCES: - Not Used for this Project

SECTION SGC

INDEX TO SUPPLEMENTAL GENERAL CONDITIONS

SECTION

TITLE

SGC-01.	Contractor's Breakdown of Lump Sum Payment Items
SGC-02.	Prior Use By Owner
SGC-03.	Cleaning Up
SGC-04.	Maintenance of Traffic
SGC-05.	Maintenance of Access
SGC-06.	Erosion Control and Restoration of Property
SGC-07.	Safety and Health Regulations
SGC-08.	Pre-Construction Conference
SGC-09.	Settlement of Disputes
SGC-10.	Open Records Act
SGC-11.	Liquidated Damages

SECTION SGC SUPPLEMENTAL GENERAL CONDITIONS

SGC-01. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT ITEMS:

The Contractor shall, immediately after the contract has been awarded, submit to the Project Manager for his approval, a breakdown showing estimates of all costs apportioned to the major elements of design, equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates as approved will serve as the basis for estimating of payments due on all progress estimates.

SGC-02. PRIOR USE BY OWNER:

Prior to completion of all the work, the Owner may take over the operation and/or use of the incomplete project or portions thereof. Such prior use of the facilities by the Owner shall not be deemed as final acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

SGC-03. CLEAN-UP:

The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Project Manager. Periodic cleaning will be scheduled by a representative of the owner.

SGC-04. MAINTENANCE OF TRAFFIC AND OPERATIONS:

The Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractor's operations and will be held responsible for any damage caused by negligence on his part or by the improper placing of or failure to display danger signs and road lanterns. All traffic lanes, sidewalks and driveways will be kept open and clear at all times except as provided below. The Contractor shall not block traffic on any street more than 30 minutes or without written permission from such agency. Before leaving the work each night, it shall be placed in such condition as to cause the least possible hazard therefrom. Should the Contractor fail to comply with the provisions of this paragraph, the Owner may, with his own forces, provide signs, flagmen, barricades and/or passageways or clear the pavement and deduct the cost thereof from sums due to the Contractor. Detours and traffic controls are to be reviewed by Traffic Engineering before implementation.

SGC-05. MAINTENANCE OF ACCESS:

The Contractor will be required to maintain access to the establishment during all times it is normally open for business. Bridges across open trenches and work areas will be required to provide vehicular and pedestrian access. Bridges with handrail protection will be required for crosswalks at street intersections. It is recognized that it will be necessary to remove bridges and to block cross traffic while equipment is in operation. The Contractor shall, however, plan and pursue his operations so as to minimize the time that direct entrance is blocked.

SGC-06. EROSION CONTROL AND RESTORATION OF PROPERTY:

The Contractor will be required to schedule his work and perform operations in such a manner that siltation and bank erosion will be minimized during all phases of construction. This work should include protective measures in places before land disturbing activities begin in accordance with Federal, State and Local Ordinances covering soil erosion and siltation prevention. Any areas disturbed during the course of construction shall be restored to a condition equal or better than the original condition.

SGC-07. SAFETY AND HEALTH REGULATIONS:

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational, Health and Safety Act of 1970 (PL31-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

SGC-08. PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference may be held at an acceptable time to the Owner and the Contractor prior to the "Notice to Proceed" to coordinate the work and satisfy all requirements of the Contract Documents.

SGC-09. SETTLEMENT OF DISPUTES:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. All claims, disputes and other matters in question between Licensee and Icon Software Corporation arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Contractor, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court

SGC-10. OPEN RECORDS ACT:

Contractor acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq. Contractor shall cooperate fully in responding to such request and shall make all records, not exempt, available for inspection and copying as required by law.

SGC-11. LIQUIDATED DAMAGES:

The Contractor agrees to pay as liquidated damages to the Owner the sum of \$ NONE for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by the Owner. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate the Owner for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the Owner from recovering other damages in addition to the payments made hereunder which the Owner can document as being attributable to the documented Contractor failures. In addition to other costs that may be recouped, the Owner may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

SPECIAL CONDITIONS

SC-01. LICENSE:

The successful bidder shall have a current Business license during the term of this contract. The license shall be purchased from the Business License and Enforcement Department.

SC-02. COORDINATION OF WORK:

The Contractor shall coordinate his work with the Landscape Section of the Facilities Management Division of Augusta Public Services Department as required for traffic control and access. All construction shall be in accordance with the contract documents and applicable codes and regulations.

SC-03. OPERATION AND STORAGE AREAS:

The owner will not be responsible for providing security for any stored materials, on site or off.

SC-04. PRESERVATION OF EXISTING VEGETATION:

The Contractor will preserve and protect existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager.

SC-05. CLEAN-UP:

The Contractor shall keep the premises free from the accumulation of waste material and rubbish. Upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish and surplus materials to the satisfaction of the Project Manager.

SC-06. USE OF AUGUSTA, GEORGIA LANDFILL:

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

SC-07. LOCAL SMALL BUSINESS LANGUAGE: In accordance with Chapter 10B of the Augusta, GA. Code, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with Augusta, GA. Code § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages

SC-08. E-VERIFY All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of

services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

ACKNOWLEDGMENT

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

Figure 1

