

REQUEST FOR BIDS

**Wet Pipe Sprinkler System
for the
Crawford W. Long Museum Complex
City of Jefferson, Georgia**



Crawford W. Long
M U S E U M

March 2016

Prepared By:



303 Swanson Drive, Lawrenceville, GA 30043
phone 770-962-1387 fax # 770-962-8010
www.eminc.biz

Contract Documents & Technical Specifications

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These specifications and contract documents have been prepared by ENGINEERING MANAGEMENT, INC., which makes no assurances as to legal acceptability of content except as pertains to technical engineering and design data. Insurance requirements and legal acceptability have been reviewed and approved by OWNER'S attorney.

REQUEST FOR BIDS

Wet Pipe Sprinkler System for the Crawford W. Long Museum Complex

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REQUEST FOR PROPOSALS

**Wet Pipe Sprinkler System
for the
Crawford W. Long Museum Complex
City of Jefferson, Georgia**

Sealed proposals will be received by the City of Jefferson for design and installation of a Wet Pipe Sprinkler System in the Crawford W. Long Museum Complex, Jackson County, Georgia.

A mandatory Pre-Bid Site Visit/Conference will be held at 1:00 p.m. local time on March 24, 2016 at the Crawford W. Long Museum Complex, 28 College Street, Jefferson, Georgia 30549. Representatives of OWNER and PROGRAM MANAGER will be present to discuss the Project. Bidders are required to attend and participate in the Conference in order to be eligible to submit a bid. PROGRAM MANAGER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the Conference. Oral statements may not be relied upon and will not be binding or legally effective.

Bid/Proposals will be received at the City of Jefferson, City Hall, 147 Athens Street, Jefferson, Georgia until 1:00 p.m. – Local Time, April 7, 2016. Any bid received after said time and date will not be considered by OWNER. Bids will NOT be publicly opened and will NOT be read aloud at this time and location. All bids will be evaluated by OWNER and the bid will be awarded, if it is awarded, within Sixty (60) days of the bid opening.

This project consists of the following major elements:

Complete design (structurally and hydraulically) of a Wet Pipe Sprinkler System including:

- **Field Investigation for design**
- **Complete design (structurally and hydraulically) of a Wet Pipe Sprinkler System**
- **Piping System- Black Steel**
- **Connection to Existing Water Supply**
- **Sprinklers- Quick Response**
- **Smoke Detectors- Addressable Type, Photo Cell**
- **Thermal Detectors- Addressable Type**
- **Fire Alarm Control Panel- Addressable Type**
- **Electrical Work**

After contract award, physical construction and installation of system cannot begin in the Museum until after August 1, 2016, but it is desired that physical work shall also begin no later than August 21, 2016.

Copies of Request for Bids and related documents may be obtained at the office of Engineering Management, Inc., (EMI) 303 Swanson Drive, Lawrenceville, Georgia 30043 at no charge or call 770-962-1387 and ask for Juanita Clark or email at jclark@eminc.biz.

For general information and scheduling independent site visits for bidding this project, you may call Vicki Starnes, Museum Manager at 706-367-5307. The Museum is located at 28 College Street, Jefferson 30549. For technical questions regarding this project, you may call the Program Manager, Russ Brink at 770-361-6090 or email at rbrink@eminc.biz.

Each proposal/bid must be submitted in a SEALED ENVELOPE or Box, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Bid for Wet Pipe Sprinkler System Crawford W. Long Museum Complex, Georgia".

The successful bidder will be required to furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-hundred percent (100%) of the total bid.

All Bids must be made out on the bid form of the type bound in the Bid Documents, in accordance with the instructions in the Information for Bidders. No interlineation, additions, or deletions shall be made in the proposal form by the BIDDER.

Any and all Bids received without the aforementioned qualification criteria enclosed, may be returned to the BIDDER.

CONTRACTORS and SUBCONTRACTORS bidding on this Project will be required to comply with all Federal, State, and local laws.

OWNER reserves the right to waive any informalities or to reject any or all Bids, to evaluate Bids, and to accept any Bid which in its opinion may be in the best interest of the OWNER. No Bid will be rejected without just cause.

No BIDDER may withdraw his bid within the time limit specified in the Instruction to Bidders (Section 00100).

***Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia. For Performance Bonds less than \$300,000 an irrevocable Letter of Credit from a bank as defined in O.C.G.A. Code Section 7-1-4 may be submitted in lieu of a bond. In lieu of a Payment Bond, a Cashier's Check, Certified Check, or Cash may be submitted in an amount not less than the total amount payable by the terms of the CONTRACT.**

Vicki Starnes
Manager
Crawford W. Long Museum

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Jefferson (herein referred to as "OWNER"), invites Proposals for work attached hereto. Proposals will be received by OWNER at the address stated in the advertisement and no later than the date and time stated in Section 00030.

OWNER may consider informal any proposal or Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within sixty (60) days after the date of the opening thereof. If a bidder is not selected within sixty (60) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

2. PREPARATION OF PROPOSAL BID

Each Proposal for must be submitted in bound format and 3 COPIES SHALL BE SUBMITTED and shall include at a minimum the following information:

Section 1 Contractor's Qualifications and Experience:

- Name of Bidder
- Permanent main office address
- When organized
- If a corporation, where incorporated
- Federal I.D. Number
- How many years have you been engaged in the contracting business under your present firm or trade name?
- General character of work performed by your company
- Have you ever failed to complete any work awarded to you? If so, where and why?
- Provide a list projects of similar scope and complexity that your organization has completed or has in progress as of the date of receiving Bids, within the past five years: At a minimum, please include the name of project, location, owner's name and phone numbers, owner's engineer name and phone number if applicable, contract dollar amount, date completed or percent complete.
- Description of general and specific skills which the firm has available and which will be applied to the contract efforts.
- Provide names and background and experience of the principal members of your organization, including officers, key job supervisors or foreman that will be assigned to project. (Include Resume if available)
- If a joint venture proposal OR a subcontractor is proposed, provide the above information for all parties
- Credit available
- Give Bank reference (Name, Address, Phone Number)

Section 2 Contractor’s proposed cost for work:

- Please refer to Section 01025 “Measurement and Payment” for the methods, limits, and specifics for payments to the Contractor for the pay items.

- Provide separate prices for the following pay items on the bid sheet in section 300:
 - a. Field Investigation/Design
 - b. Piping System
 - c. Sprinklers
 - d. Smoke Detectors
 - e. Thermal Detectors
 - f. Fire Alarm Control Panel
 - g. Electrical Work

Section 3 Contractor’s recommended changes to scope herein:

This Request for Proposals is written and issued prior to final sprinkler system design and electrical design. The contractor is asked to bid on the design and installation of a complete sprinkler system and fire alarm controls as specified herein.

In addition, the CONTRACTOR/BIDDER is encouraged to submit with his or her bid package a list of recommended or proposed changes to any part or item specified if the bidder determines changes are warranted. The CONTRACTOR/BIDDER shall delineate each proposed modification as follows:

- a. *An Additional Item:* The bidder proposes to add a feature, item, or apparatus to the package for better performance. The bidder shall provide explanation for such addition. Total cost for each item should be listed.

- b. *A Replacement Item:* The bidder proposes to replace a specified item with a different one. The bidder shall provide explanation for such change. The price difference shall be listed with each one.

- c. *A Deleted Item:* The bidder proposes to delete an item entirely. The bidder shall provide explanation for such change. The deducted price for each item shall be listed.

The OWNER will review these recommended modifications and consider each one’s effect on the Bid Package Price.

Section 4 Contractor's proposed equipment and components:

The equipment portion of the RFP submittal shall be bound within the proposal. The submittals shall contain basic or preliminary schematics to demonstrate to the OWNER how the system works as a whole. In addition, the submittal shall contain the following information:

1. Manufacturer's Information/Cut sheets for the following major components that the bidder proposes to use:
 - i. Sprinkler pipe
 - ii. Sprinklers
 - iii. Smoke detectors
 - iv. Thermal Detectors
 - v. Fire Alarm Controls/Panel
 - vi. Any other items deemed appropriate by the bidder

2. Description of the system including:
 - i. General description of the sprinkler system, its major components, and its interaction with the proposed fire alarm control system.
 - ii. General description of how the fire alarm control panel interacts with the existing monitoring system to contact dispatch.

Section 5 Contractor's Proposed Schedule and Time for Completion:

CONTRACTOR/BIDDER shall provide an estimated schedule for all required design and construction of the sprinkler system.

The following documents shall be also submitted with the proposal:

Bid Form-00300
Subcontractor List-00440
Contractor Affidavit for Electronic Verification of Work Authorization Programs -00495
Subcontractor Affidavit for Electronic Verification of Work Authorization Programs-00496

3 copies of each bid proposal shall be provided.

All proposal shall be typewritten, and the requested items must be fully completed and executed when submitted. Proposal must be submitted in a SEALED ENVELOPE or BOX and should be bearing on the outside, the name and address of the bidder, and name of the project for which the Bid is submitted.

The following documents will be completed after the Contract has been awarded:

Notice of Award -500
Agreement -510
Performance Bond -520
Labor & Material Payment Bond-530

3. SUBMITTALS

Contractor/Bidder shall submit with the bid package any pertinent Manufacturer's published drawings, engineering data and other published instructions and materials that are proposed to be incorporated into the finished product.

4. CONTRACT DOCUMENTS, BID SPECIFICATIONS AND JOB SITE

Bidders are advised to carefully examine the CONTRACT DOCUMENTS, Bid-Specifications, and the site of proposed sprinkler installation. Bidders are expected to examine the site and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion.

The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

5. TELEGRAPHIC MODIFICATIONS

BID MODIFICATION BY TELEGRAPHIC COMMUNICATION WILL NOT BE ALLOWED.

6. SUBCONTRACTS

Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the OWNER.

7. METHOD OF BIDDING

Bid price given on Bid Forms represents the total bid. Any bid not conforming to this requirement may be rejected as informal. OWNER may also consider any items listed from the CONTRACTOR/BIDDER in its "**CONTRACTOR/BIDDER RECOMMENDED MODIFICATIONS**"

8. QUALIFICATIONS AND REFERENCES OF BIDDER

Each Bidder must submit qualifications, references, and information with the Bid in order for the OWNER to evaluate the proposal based on the criteria listed in the METHOD OF AWARD section below. OWNER or OWNER's Representative may make such investigations as it deems necessary to determine the ability of Bidder to perform the WORK and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bidder if the evidence submitted by or investigation of such Bidder fails to satisfy OWNER, or that such Bidder is not properly qualified to carry out the obligations of the Contract and to complete the WORK contemplated therein within the time constraints.

9. EXECUTION OF BID DOCUMENTS

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By_____". Such Bids shall also carry the corporate seal of said corporation.

Bidder shall furnish all data required by the RFP. Failure to do so may result in the Bid being declared non-responsive.

10. INSURANCE DOCUMENTS

The bidder shall submit with its bid, Insurance Certificates from the insurance carrier stating the limits of liability for all coverage including but not limited to Worker's Compensation and Employer's Liability Insurance as required or specified by Georgia State Law; Comprehensive General Liability Insurance, Comprehensive Automobile Liability, and Professional Liability. Insurance companies must have an AM Best rating of A-6 or greater.

11. METHOD OF AWARD

Upon careful review and consideration of the Qualifications and Bid Price, OWNER will award Contract to contractor based upon rating and selection criteria as follows:

1. Bid Price (Base Bid plus alternates at OWNERS discretion)	40 points
2. Firm's experience in similar work	20 points
3. References, reliability of similar work	20 points
4. Experience, background of key personnel to be involved with project	20 points
TOTAL	100 points

The OWNER will assign a proposal review team of not more than five (5) members. All members will score each proposal based upon the above criteria. The proposal with the highest score shall be awarded the project.

12. ADDENDA AND INTERPRETATIONS

No changes of the RFP or other bid documents will be made to any Bidder orally.

Requests for clarifications or interpretation or changes of the specifications or other bid documents may be conveyed orally or in writing via email to the Program Manager (see below for contact information), and to be given consideration, must be received at least three (3) days prior to the date fixed for the opening of bids. Every modification or clarification of a potentially ambiguous item made to a Bidder will be in the form of a written Addendum to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the PROGRAM MANAGER at least one (1) days before bids are opened. Any Addendums, if issued, will be emailed and/or mailed by U.S. mail to all prospective Bidders (at the respective addresses furnished for such purposes), not later than one (1) days prior to the date fixed for the opening of the Bids. Failure

of any Bidder to receive any such addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the CONTRACT DOCUMENTS.

Program Manager
Russ Brink, P.E.
Email: rbrink@eminc.biz
Phone: 770 361 6090

13. SANITARY FACILITIES

It is the CONTRACTOR's responsibility to provide any sanitary facilities desired.

14. INDEMNIFICATION

The CONTRACTOR/BIDDER shall indemnify and hold harmless the OWNER and PROGRAM MANAGER (also known as Engineering Management, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees 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 act or omission of the CONTRACTOR/BIDDER, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the CONSULTING PROGRAM MANAGER (Engineering Management, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR/BIDDER, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph 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/BIDDER under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts by him or his employees.

END OF SECTION

SECTION 00120

PROJECT SCOPE AND MINIMUM REQUIREMENTS

PART 1 GENERAL

1.01 BACKGROUND

The Crawford W. Long Museum Complex consists of three (3) separate original structures; the 1) Stovall Building, the 2) Crawford Long Building, and the 3) Old Pendergrass Store. These structures were originally constructed in the 1800's. These structures now are combined into one building.

1.02 PROJECT PURPOSE AND INTENT

This project shall provide for the professional design and installation of a Wet Pipe Sprinkler System for the Crawford W. Long Museum Complex, consisting of all three original buildings as described above.

1.03 PROPOSED PROJECT APPROACH NOTE

It is desire of the OWNER that the sprinkler system be sufficiently armed with detection devices (smoke and thermal) to maximize potential for early detection and hence notification to local fire department.

1.04 REFERENCES

A. National Fire Protection Association

1. NFPA 13, Standard for the Installation of Sprinkler Systems, latest edition.
2. NFPA 72, National Fire Alarm and Signaling Code, latest edition.

1.05 QUALIFICATIONS AND CERTIFICATIONS

A. Sprinkler System Design, Installation, and Inspection

1. Designer, Installer and Inspector shall have valid Georgia Fire Protection System Licenses as required by Rules and Regulations of the Safety Fire Commissioner, Chapter 120-3-19, Rules and Regulations for Enforcement of the "Georgia Fire Sprinkler Act". CONTRACTOR shall submit documentation with required NICET Level of certification.

B. Fire Alarm and Control Panel

1. Designer, Installer and Inspector shall have valid credentials and licenses as required by Rules and Regulations of the Safety Fire Commissioner, CONTRACTOR shall submit documentation with required NICET Level of certification

1.06 SUBMITTALS

- A. See Instructions to Bidders, Section 110 for Submittals required at time of bid.
- B. See Part 2 of this specification for Submittals required after award of contract.

PART 2 MINIMUM REQUIREMENTS FOR DESIGN AND COMPONENTS

All products, components, design, and installation shall be in accordance with NFPA 13 and NFPA 72. Below are basic items required by the OWNER. This specification is not intended to conflict with any Codes or any NFPA Standards. If the CONTRACTOR finds any conflicts, the OWNER shall be notified to seek resolution.

2.01 MINIMUM REQUIREMENTS FOR THE BASIC COMPONENTS FOR THE SPRINKLER SYSTEM

1. Rooms to be Provided with Sprinkler and Piping
 - a. It is proposed that every room in all three original buildings shall be installed with the proposed sprinkler system with the exception of the "Records Room" in the northeast corner of the Stovall Building.
 - b. In addition it is proposed that the following two areas be installed with sprinklers as well:
 - i. The attic area above the above the Old Pendergrass Store
 - ii. The basement below the Stovall Building
2. Sprinkler System Design Method
 - a. Design shall be a "Hydraulically Design System" as defined in section 3.3.15 of NFPA 13
 - b. Design shall document that all rooms are appropriate for wet pipe sprinkler system with regards to freezing. Heat loss calculations may be necessary.
 - c. Should it be determined that a proposed room or area for sprinklers is not suitable due to freezing potential, the designer shall provide the OWNER with alternative solutions.
 - d. Proper documentation of design calculations shall be submitted to the OWNER for review.
3. Sprinkler Piping
 - a. Shall be threaded black steel as per ASTM 795
 - b. Sizes and locations as determined by design
4. Sprinklers
 - a. Shall be listed Quick Response as per section 3.6.4.8 of NFPA 13

- b. Sizes and locations as determined by design
 - c. Shall be concealed pendants when installed with gypsum board ceiling
 - d. Shall be semi-recessed when installed with drop ceiling tiles
- 5. Smoke Detectors
 - a. Shall be Intelligent or Addressable Type
 - b. Shall be Photo Cell Type
- 6. Thermal Detectors
 - a. Shall be Intelligent or Addressable Type
- 7. Pressure Gauges
 - a. Shall be liquid filled
 - b. Sizes and locations as determined by design
- 8. Relief Valves
 - a. Shall be minimum ½-inch in size
 - b. Sizes and locations as determined by design
- 9. Air Venting
 - a. Shall be either manually exhausted or automatically exhausted, and either means shall be accessible for maintenance and operation.
 - b. Sizes and locations as determined by design
- 10. Fire Alarm Control Panel
 - a. Shall be “addressable” type as per NFPA 72. CONTRACTOR shall be responsible for designing, furnishing, installation, connection and testing of the microprocessor controlled, intelligent reporting fire alarm equipment required to form a complete, operative, coordinated system.
 - b. Shall be UL listed and FM approved for service and be suitable for wet pipe sprinkler service
 - c. Shall be manufactured by a single Company and shall be an ISO 9001 certified company
 - d. Shall utilize adequate signal line circuits (SLC) to communicated with all addressable devices/detectors and non-addressable devices.
 - e. Shall monitor the sprinkler system in organized zones, approved by the OWNER.

2.02 MINIMUM REQUIREMENTS FOR ELECTRICAL WORK

1. CONTRACTOR shall provide all labor, equipment and materials, coordination with local power company, required to install necessary power supply and circuit(s) for the sprinkler system and fire alarm controls including but not limited to all new wiring, conduits, breakers, protection and connections to new equipment necessary for the new system to operate in full working order.
2. All electrical work shall be performed by a state licensed electrical CONTRACTOR.
3. All electrical work and materials shall be in accordance with NEC code, NFPA 72 Section 10, and NFPA 70.

4. CONTRACTOR shall assist OWNER in coordinating monitoring with Jackson EMC.

2.03 MINIMUM REQUIREMENTS FOR WORK IN EXISTING BUILDING

1. CONTRACTOR shall be required to make any and all cuts, trims, holes, etc. in existing walls, ceilings, ceiling tiles, etc. necessary to install the complete sprinkler system including repairs and patches.
2. Should the CONTRACTOR determine that a museum exhibit or article needs to be temporarily moved to perform his work, he shall inform the staff at the museum prior to any activity for permission to move said items. The staff may at its discretion move the items with their own staff.
3. CONTRACTOR shall be required to take necessary measures and protect any and all exhibits, articles, etc. in the museum from damage during construction.
4. In the attic above the Old Pendergrass Store, there is scrap lumber stored in this area. The OWNER will have this scrap lumber removed from the attic prior to construction.

2.04 MINIMUM REQUIREMENTS FOR CONNECTION TO EXISTING WATER SUPPLY

1. The OWNER will provide the required piping, valves, meter, and backflow prevention for the connection to the City of Jefferson's water system. The OWNER will provide piping stub out for the sprinkler system connection to be located in the basement under the Stovall Building. Its location and size shall be coordinated with the Sprinkler System CONTRACTOR.
2. The OWNER will provide flow and pressure tests for the hydraulic design of the sprinkler system as requested by the CONTRACTOR.

2.05 MINIMUM REQUIREMENTS FOR SUBMITTALS DURING DESIGN, CONSTRUCTION, AND TESTING

1. CONTRACTOR shall submit hydraulic calculations to OWNER.
2. CONTRACTOR shall submit design drawings depicting all proposed construction and layout to OWNER for review and comment prior to start of construction. CONTRACTOR shall meet with OWNER to review all drawings. CONTRACTOR shall revise all drawings as per OWNER's comments.
3. CONTRACTOR shall perform all required system testing as per NFPA 13 and NFPA 72, and submit all required test certificates to OWNER.
4. CONTRACTOR shall furnish as-built drawings for the entire system to OWNER.
5. CONTRACTOR shall provide all necessary training to OWNER with manuals.

2.06 STORAGE AND MAINTENANCE OF SITE DURING CONSTRUCTION

1. CONTRACTOR may use the existing parking lot to the north of the museum at the intersection of College Street and E. Minden Street for storage, placement of bins, containers, dumpsters, etc.
2. On a regular and frequent basis during progress of construction, perform cleaning necessary to keep Project site and adjacent properties free from unsightly and unsafe accumulation of scrap and waste materials, debris, rubbish and trash resulting from construction operations.
3. Provide sufficient trash bins and containers for collection of scrap and waste material, debris, rubbish and trash.
4. At the end of the project, remove and dispose of all waste materials, rubbish, debris and trash in compliance with provisions of governing laws, codes, ordinances and regulations.

END OF SECTION

BID FORM

**Wet Pipe Sprinkler System
for the
Crawford W. Long Museum Complex
Jefferson, Georgia**

THIS BID IS SUBMITTED TO:

City of Jefferson
147 Athens Street,
Jefferson, GA 30549
(Hereinafter called "Owner")

THIS BID IS SUBMITTED BY:

(Name) _____

(Address) _____

(Telephone) _____

(Hereinafter called "Bidder")

BIDDER, in compliance with the Advertisement for Bids for the construction of this project, having examined the Bid Documents and Requirements with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the BID DOCUMENTS and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the Work required of which this proposal is a part.

**BID SCHEDULE
TITLE**

The Contractor is directed to Section 01025 “Measurement and Payment” for the methods and limits for payments to the Contractor for the pay items listed below.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No. of Units</u>	<u>Unit Price Bid</u>	<u>Total for Item</u>
1	FIELD INVESTIGATION AND DESIGN	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
2	PIPING SYSTEM	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
3	SPRINKLERS	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
4	SMOKE DETECTORS	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
5	THERMAL DETECTORS	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
6	FIRE ALARM CONTROL PANEL	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	
7	ELECTRICAL WORK	LS	1	_____ Dollars and Cents _____ (Unit Price in Words)	

**BID SCHEDULE
TITLE**

The Contractor is directed to Section 01025 “Measurement and Payment” for the methods and limits for payments to the Contractor for the pay items listed below.

Total Amount Base Bid: \$ _____

(Price in Words)

NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete WORK within a total construction time agreed to by OWNER and CONTRACTOR after contract award.

BIDDER acknowledges receipt of the following addenda:

Addendum No.	Date Received

BIDDER agrees to perform all of the construction of the project complete with appurtenances and accessory work described in the Request for Bids for the above scheduled price(s).

The above scheduled price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

SUBCONTRACTOR LIST

Names of all subcontractors proposed by the bidder at the time of bid submittal are listed below:

Bidder shall include Name & Address of Subcontractor, Type of WORK, Approximate % of Work and the Approximate Dollar Amount - Please Type. Also provide background and experience of all subcontractors whose portion of the project is 5% or more of the total construction cost.

NAME/ADDRESS/PHONE NUMBER	TYPE OF WORK	%	\$ AMOUNT	FEDERAL ID or SOCIAL SECURITY NUMBER

(USE ADDITIONAL PAGES IF NEEDED. PLEASE ATTACH HERETO)

END OF SECTION

SECTION 00495

CONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS [under O.C.G.A. § 13-10-91(b)(1)]

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of _____ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor here attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____, in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me
On this the _____ day of _____, 20 ____.

Notary Public

My commission expires: _____

SECTION 00496

SUBCONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK
AUTHORIZATION PROGRAMS [under O.C.G.A. § 13-10-91(b)(3)]

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of Contractor) on behalf of _____ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned Subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Subcontractor here attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____, in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me
On this the _____ day of _____, 20 ____.

Notary Public

My commission expires: _____

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the PROJECT.
- B. The project is to be bid as one (1) contract:

1.02 MEASUREMENT OF WORK

WORK completed shall be measured as a % Percent completion for each pay item in accordance with this section. Related work necessary for a complete and operational job not specifically identified as a pay item shall be included in the prices bid. No additional payments will be made for such activities.

1.03 PROGRESS PAYMENTS

- A. Progress payments shall be based on a % Percent completion for each item.
- B. All items of WORK not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, equipment, materials and labor, etc., to successfully and satisfactorily complete each item.
- D. Payment: The CONTRACTOR will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the CONTRACT DOCUMENTS except as provided for in the Bid Form.
- E. Pay Items to be paid for as a "Lump Sum" may be measured for completion against the "Schedule of Values" provided by the CONTRACTOR. The "Schedule of Values" shall be submitted prior to construction to OWNER for review and shall include quantities and prices of items aggregating the total "Lump Sum" and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

PART 2 PRODUCTS

2.01 STORED MATERIALS

Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal.

PART 3 EXECUTION

3.01 FIELD INVESTIGATION AND DESIGN

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services and other work in connection with or incidental to complete the final design of the sprinkler system and its related components and electrical connections. This includes all site visits, field tests, field measurements, hydraulic calculations, and design drawings for all aspects of construction. Contractor is responsible to determine all measurements of existing structures. Final calculations and design drawings shall be submitted to owner for review.

3.02 PIPING SYSTEM

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services and other work in connection with or incidental to the installation and construction of the fire sprinkler piping system including all risers, branches, sprigs, cross mains, fittings, isolation valves, check valves, relief valves, air venting, gauges, hangers, braces, hose connections, connecting to existing supply piping, etc. as per NFPA 13.

3.03 SPRINKLERS

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services and other work in connection with or incidental to the installation and construction of the sprinklers as per NFPA 13.

3.04 SMOKE DETECTORS

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services, wiring, mounting and other work in connection with or incidental to the installation of the smoke detectors as per NFPA 72.

3.05 THERMAL DETECTORS

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services, wiring, mounting and other work in connection with or incidental to the installation of the thermal detectors as per NFPA 72.

3.06 FIRE ALARM CONTROL PANEL

The lump sum price bid shall include, but not be limited to, all labor, materials, tools, equipment, services, wiring, mounting, alarms, switches, lights, and other work in connection with or incidental to the installation and construction of the fire alarm control panel as per NFPA 72.

3.07 ELECTRICAL WORK

The basis of payment for this item shall be lump sum to include, but not be limited to, all labor, equipment and materials, coordination with local power company, required for the proposed power supply and dedicated circuit(s) for the fire sprinkler system and associated controls. This includes all installation of the new wiring, conduits, connections to new equipment, panels, breakers, disconnection, switches, surge suppressor, etc. complete as determined by the design services of

the Contractor for the sprinkler system to operate in full working order with the control panel, detectors, monitoring company, etc. as per NFPA 72.

3.08 PROTECTION, RELOCATION AND RESTORATION OF EXISTING UTILITIES AND STRUCTURES

No separate measurement or payment will be made for protection or restoration of existing utilities (if damaged) or any other appurtenant facilities including existing wires, plumbing, drywall, ceilings, tiles, etc. Payment for all such work shall be included in the lump sum prices bid as provided for in contract Bid Schedule.

3.09 SITE RESTORATION AND FINAL CLEANING

No separate measurement or payment will be made for final cleanup of site. Payment for all such work shall be included in the lump sum prices bid as provided for in contract Bid Schedule.

3.10 FINAL TESTING AND REPORTING

No separate measurement or payment will be made for final testing and certification as per NFPA 13 and NFPA 72. Payment for all such work shall be included in the lump sum prices bid as provided for in contract Bid Schedule.

END OF SECTION

NOTICE OF AWARD
Wet Pipe Sprinkler System
for the
Crawford W. Long Museum Complex
Jefferson, Georgia

TO: _____

Project Description

The site of the proposed work is in Jefferson, Georgia. The project consists of, but is not limited to, the following major elements:

Complete design (structurally and hydraulically) of a Wet Pipe Sprinkler System

- **Field Investigation for design**
- **Complete design (structurally and hydraulically) of a Wet Pipe Sprinkler System**
- **Piping System- Black Steel**
- **Connection to Existing Water Supply**
- **Sprinklers- Quick Response**
- **Smoke Detectors- Addressable Type, Photo Cell**
- **Thermal Detectors- Addressable Type**
- **Fire Alarm Control Panel- Addressable Type**
- **Electrical Work**

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of _____ consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \$_____ for the Wet Pipe Sprinkler System which is based on the Unit and Lump Sum Prices shown on the Bid Form (Section 00300).

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this Notice.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ___ day of _____, 20__.

OWNER

BY: _____

ACKNOWLEDGEMENT OF NOTICE

CONTRACTOR

BY: _____

DATE: _____

TITLE: _____

END OF SECTION

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year ____, by and between The City of Jefferson, Georgia (hereinafter called OWNER), and _____ (Hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Contract consists of furnishing professional design and installation of a Wet Pipe Sprinkler System for the Crawford W. Long Museum Complex including but not limited to the following major elements:

- a. Field Investigation/Design
- b. Piping System
- c. Connection to Existing Water Supply
- d. Sprinklers
- e. Smoke Detectors
- f. Thermal Detectors
- g. Fire Alarm Control Panel
- h. Electrical Work

ARTICLE 1 - WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Request for Proposals and indicated in the CONTRACTOR's bid submittal. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described.

ARTICLE 2 – PROGRAM MANAGER

Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043, has provided administrative assistance in preparing the Request for bids/Proposals; who is hereafter referred to as PROGRAM MANAGER, and who will assume all duties and responsibilities and will have the rights and authority assigned to PROGRAM MANAGER by the OWNER in connection with completion of the WORK in accordance with the CONTRACT.

ARTICLE 3 - CONTRACT TIME

- 3.1 CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER. Time for completion of the project shall be _____ consecutive calendar days. (Note: the Contractor and Owner shall agree on a contract time after award, and this contract time shall be used here.)

3.2 Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated in paragraph 3.1) has expired would be the amount of \$100.00.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: (Amount in words _____
(\$ _____)).

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment to be processed by OWNER.

5.1 Progress Payments: The CONTRACTOR will receive payment only for the items listed in the Bid Schedule of his contract. CONTRACTOR shall furnish to OWNER, no later than the 25th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. OWNER shall review and indicate in writing approval or issue comments of the payment request within ten (10) days after receipt of each progress payment request. The OWNER will, within thirty (30) days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage.

5.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to:

90% of the WORK completed, and

100% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 No amount shall be retained on progress payment requests submitted after 50% of the WORK has been completed if in the opinion of the OWNER or their authorized representative, such work is satisfactory and has been completed on schedule. This will not affect the retained amounts on the first 50% of the work which may continue to be held to ensure satisfactory completion of the project. If, after discontinuing the retention, OWNER determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. (Reference O.C.G.A., Article 2, Section 13-10-80)

- 5.1.3 Final Payment: Upon final acceptance of WORK OWNER shall pay balance due of Contract Price less payments previously made.

ARTICLE 6 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting PROGRAM MANAGER (also known as Engineering Management, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees 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 act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the Consulting PROGRAM MANAGER (Engineering Management, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6A -INSURANCE REQUIREMENTS

The CONTRACTOR shall provide adequate and satisfactory insurance from an approved insurance carrier with limits of liability for all coverage including but not limited to Worker's Compensation and Employer's Liability Insurance as required or specified by Georgia State Law; Comprehensive General Liability Insurance, Comprehensive Automobile Liability, and Professional Liability.

CONTRACTOR shall submit Insurance Certificates in quadruplicate from the insurance carrier to the OWNER for review. Insurance companies must have an AM Best rating of A-6 or greater.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia.

- 7.2 CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement include the following:
 - Invitation for Bidders, Instructions to Bidders, Bid Form and associated documents
- 8.4 Notice of Award
- 8.5 Notice to Proceed
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no CONTRACT DOCUMENTS other than those listed above in this Article 8. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

ARTICLE 10 - PROVISIONS FOR TERMINATION OF CONTRACT

- 10.1 If through any cause, other than an "Excusable Delay", CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract.
- 10.2 Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages (as stated in Article 3 Paragraph 3.2) for

each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

10.3 Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

10.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

10.3.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;

10.3.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in four (4) parts. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER, CONTRACTOR, or by PROGRAM MANAGER on OWNER's behalf.

This Agreement will be effective on the date of the Agreement as shown on page 00510-1.

City of Jefferson

BY: _____

TITLE: _____

ATTEST: _____

(Seal)

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

Corporate Secretary/Partner/Notary
(Seal)

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

ADDRESSES FOR GIVING NOTICE

OWNER:

CONTRACTOR:

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

END OF SECTION

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name/Address of CONTRACTOR), of the State of _____, hereinafter called the "Principal", _____ and _____

(Name/Address of Surety), _____

hereinafter called the "Surety", are held and firmly bound unto the City of Jefferson, Georgia, hereinafter called the "OWNER", in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum in lawful money of the United States well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

The condition of this obligation is such that whereas Principal has entered into a certain Contract with OWNER, dated as of the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of Wet Pipe Sprinkler System for the Crawford W. Long Museum Complex.

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms and conditions of the Contract (which includes the Drawings, Specifications, and Contract Documents) and such alternations as may be made in said Contract as the documents therein provide for, during the original term thereof and any extensions thereof which may be granted by OWNER with or without notice to Surety, and during the one (1) year warranty period, and if Principal shall satisfy all claims and demands and shall indemnify and save harmless the OWNER against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence or default, including compliance with performance guarantees and patent infringements by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to OWNER any difference between the sum to which the Principal would be entitled on completion of the Contract and that which OWNER may be obliged to pay for the completion of the WORK by contract or otherwise, together with any damages, direct or indirect, or consequential, which OWNER may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that if the Principal shall keep and perform its agreement to repair or replace defective work or equipment during the warranty period of one (1) year as provided, then this paragraph shall be void; but if default shall be made by Principal in the performance of its contract to so repair or replace said work, then this paragraph shall be in effect and OWNER shall have and recover from Principal and its Surety, damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and the successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said Work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time; and to fully save and hold OWNER harmless for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way, be impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract, the WORK to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that executors, administrators, successors, assignees, subcontractors, and other transferee shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to the Bond, or the Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

No final settlement between the OWNER and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR (Principal)

BY: _____

NAME: _____

(Please Print or Type)

TITLE: _____

(SEAL)

ATTEST: _____

NAME: _____

TITLE: _____

**NOTE: Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.*

LOCAL SURETY AGENT

SURETY

NAME: _____

BY: _____

ADDRESS: _____

NAME: _____

(Please Print or Type)

TITLE: _____

PHONE NO: _____

(SEAL)

WITNESS: _____

NAME: _____

TITLE: _____

NOTE: *Surety companies executing Bonds must appear on the Treasury Dept. most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.*

NOTE: *Surety and insurance companies must have an AM Best rating of A-6 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia. For performance bonds less than \$300,000, an irrevocable letter of credit from a bank as defined in O.C.G.A. Code Section 7-1-4 may be submitted in lieu of a Bond.*

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(full name and address or legal title of CONTRACTOR), hereinafter called the "Principal", a _____
(Corporation, Partnership or Individual) and, _____

_____ name and address or legal title of Surety), hereinafter called the "Surety", are held and firmly bound unto the City of Jefferson, 147 Athens Street, Jefferson, GA 30549, hereinafter called the "OWNER", and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

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

WHEREAS, Principal has by written agreement dated _____, 20__, entered into a contract with OWNER for Wet Pipe Sprinkler System in the Crawford W. Long Museum Complex in Jefferson, Georgia which consists of:

PROJECT DESCRIPTION

- a. Field Investigation/Design
- b. Piping System
- c. Connection to Existing Water Supply
- d. Sprinklers
- e. Smoke Detectors
- f. Thermal Detectors
- g. Fire Alarm Control Panel
- h. Electrical Work

in accordance with Bid Documents and Specifications prepared by Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, GA 30043, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A "Claimant" shall be defined herein as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such

claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last or the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased WORK on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this *_____ day of _____, 20__.

PRINCIPAL:

TITLE: _____

(WITNESS)

(SEAL)

LOCAL SURETY AGENT:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

SURETY:

TITLE: _____

(WITNESS)

(SEAL)

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

NOTE: *Surety and insurance companies must have an AM Best rating of A-6 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia. In lieu of a Payment Bond, a Cashier's Check, Certified Check, or Cash may be submitted in an amount not less than the total amount payable by the terms of the CONTRACT.*

*NOTE: *Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.*

END OF SECTION

ATTACHMENT A

BASIC DRAWING OF MUSEUM

ATTACHMENT A

In case of evacuation, make sure all occupants have exited the building!

Call 911 and:

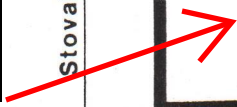
- John Ward, City Manager (706) 708-6564
- Vicki Starnes, Museum Manager (404) 683-6580
- EMC Security Monitoring (888) 745-4733
- City Barn (706) 367-5125
- City Hall (706) 367-5121

For Emergency Manual Labor:

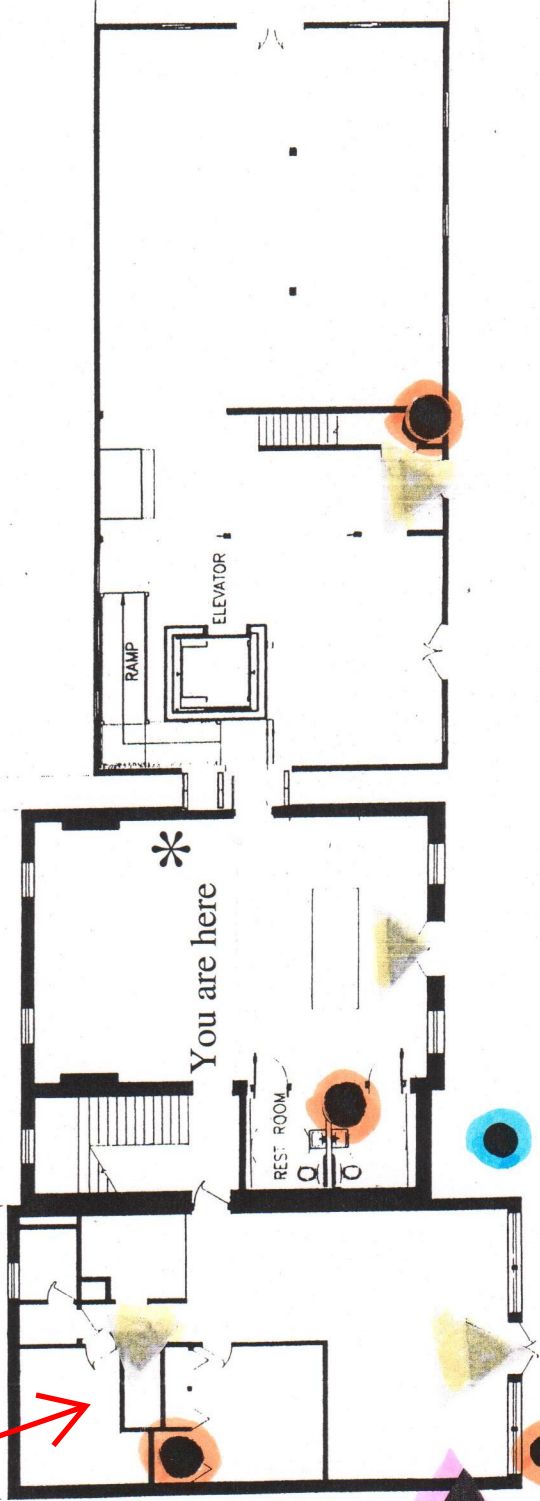
Crawford W. Long
Medical Museum

Pendergrass Store

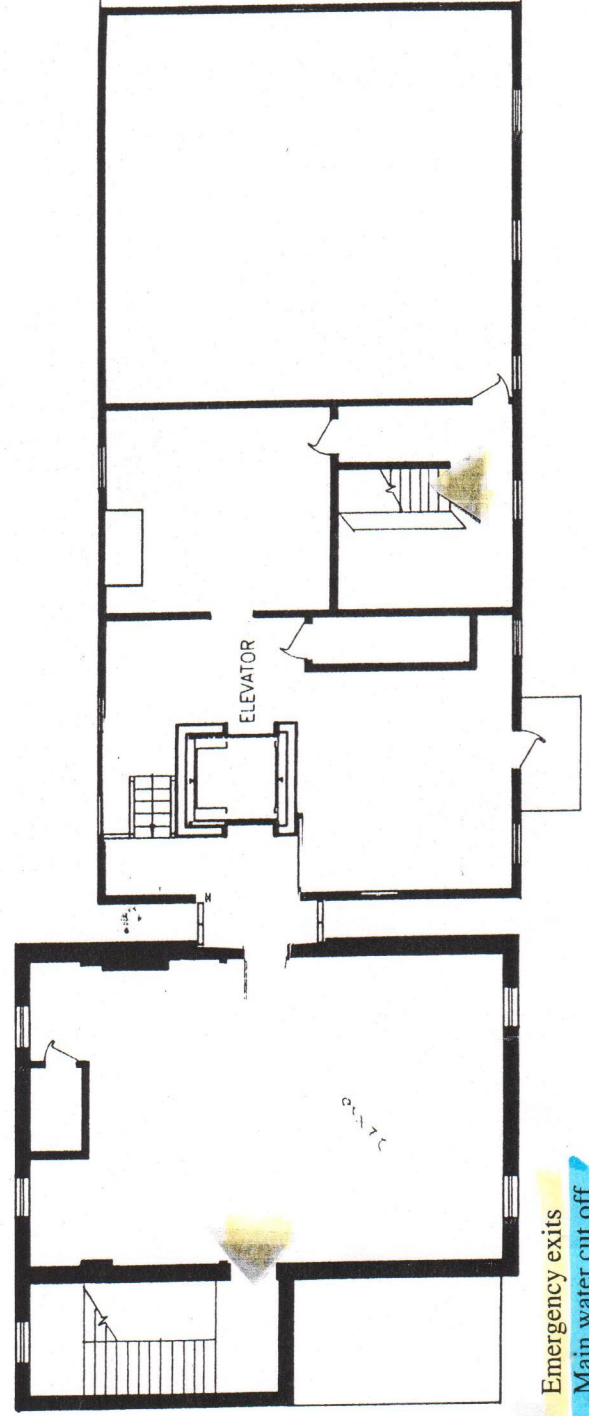
RECORDS ROOM



Stovall Building



MAIN LEVEL



UPPER LEVEL

- Emergency exits
- Main water cut off
- Main power cut off
- Electric panels

LOCATION MAP AND STORAGE/STAGING AREA



LOCATION MAP
Wet Pipe Sprinkler System
for the
Crawford W. Long Museum Complex
ATTACHMENT B

PREPARED BY:

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