



100 JAMES ROAD

JEKYLL ISLAND, GA 31527

(912) 635-4000

Request for Proposal # 372

for

Communications Tower

Date Issued: January 17, 2023

Submission Deadline:

Friday, February 10, 2023
at 2:00p.m. Eastern Time

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SECTION 1
GENERAL INFORMATION

This is an invitation to submit a proposal to establish a contract with an interested qualified professional to provide Jekyll Island Authority with the equipment, supplies, and/or services as indicated herein. The Authority certifies that the use of competitive sealed bidding will not be practicable or advantageous to the Authority or the State of Georgia in completing the acquisition described in this Request for Proposal (“RFP”). This RFP process will be conducted to gather and evaluate responses from a company or person desiring to do business with the Jekyll Island Authority (“Proposer”) for a potential award. After evaluating all the Suppliers’ responses received prior to the Close Date of this RFP and following negotiations and resolution of contract terms (if any), the preliminary result be submitted to the Board of Directors for consideration and approval. Subject to and following Board approval, the contract will be executed.

Jekyll Island. Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic, and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful costal habitat. The barrier island contains one of the few remaining intact maritime forests on the Easter seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish, and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations.

Jekyll Island Authority. Recognizing that our island’s natural beauty and vibrant history set us apart from any other coastal destination, the Governor and the Georgia State Legislature established the island as a State Park in 1950 and entrusted its care to the Jekyll Island Authority. Since its inception, the Authority has set up parameters to protect the island ecosystem, while ensuring it remains an inviting place for residents and guests. Today, the Authority is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.

Our Mission

As stewards of Jekyll Island’s past, present, and future, we are dedicated to maintaining the delicate balance between nature and humankind.

Our Vision

Through progressive stewardship and excellent customer service, Jekyll Island will be recognized as a sustainable conservation community that is the choice destination among all who experience its unique environment, services, and amenities.

RESOURCES:

Jekyll Island Ordinances:

https://library.municode.com/ga/jekyll_island_authority/codes/code_of_ordinances

Code of Georgia: <http://www.lexisnexis.com/hottopics/gacode>

SECTION 2

DEFINITIONS

- 2.1 Bid:** Whenever the term “bid” is used, it shall mean “Proposal.”
- 2.2 Bidder:** Whenever the term “bidder” is used it shall mean “Proposer.”
- 2.3 Contractor:** Contractor or subcontractor means any person or business having a contract with Jekyll Island Authority.
- 2.4 Fee:** A dollar amount inclusive of all Proposer’s costs (overhead, insurance, labor, equipment, advertisements, permits, etc.), general and accounting, and profit charged for a specific unit or service(s). The cost associated with any incidental items of construction in which no specific pay items are set up for shall be included in the overall cost of the project.
- 2.5 Jekyll Island-State Park Authority (“JIA” or “Authority” or Jekyll Island Authority):** a public authority created by the General Assembly of the State of Georgia and deemed an instrumentality of the State of Georgia and a public corporation
- 2.6 Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 2.7 Principal:** Any officer or manager of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.
- 2.8 Project:** The work and collaboration between JIA and Contractor and their team, staff, consultants, and representatives to carry out this purpose of this Request for Proposal.
- 2.9 Project Manager:** That staff member and day-to-day representative of the Jekyll Island Authority for this Project. The Project Manager is the point of contact for this Project.
- 2.10 Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the JIA.
- 2.11 Proposer:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid or proposal to Jekyll Island Authority in such capacity before a contract has been entered into such party and the JIA.
- 2.12 Request for Proposal (“RFP”):** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.

SECTION 3

SCHEDULE OF EVENTS

- 3.1 Schedule of Events.** The schedule of events represents the JIA's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the JIA reserves the right to adjust the remainder of the proposed dates on an as-needed basis with or without notice.

Description	Date and Time
Deadline for written questions	2/1/2023at 2:00 p.m. ET
Pre-Bid Conference Attendance is Optional	Thursday, January 26, 2023at 10:00 a.m. ET.
Responses to Written Questions	2/3/2023at 5:00 p.m. ET
Protests concerning specifications, evaluation criteria, or other matters pertaining to the solicitation document	5 calendar days prior to Close Date at 5:00 p.m. ET or within 10 calendar days of after the protesting party knows or should have known of the occurrence of the action which is protested, whichever is earlier
Proposals Due / Close Date Proposal Opening Date	2/10/2023at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	One to Three Weeks after Close Date
Phone or MS Teams Interviews Begin	One to Three Weeks after Close Date
Negotiations (discretionary)	One to Three Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	One to Three Weeks after Close Date
Resolution of Contract Terms	Prior to Consideration of Board Approval
Consideration of Board for Approval	2/21/2023
Protests concerning Intent to Award or Award of Contract	5 calendar days after Board Approval or within 10 calendar days of after the protesting party knows or should have known of the occurrence of the action which is protested, whichever is earlier
Notice to Proceed Issued - Estimated Work to Begin	One to Three day(s)after Board Approval

- 3.2 Pre-Bid Conference.** A Pre-Bid Conference has been scheduled to be conducted at **the date and time stated above at _Construction Site located at 305 South Beachview Drive, Jekyll Island, Georgia 31527** to discuss the specifications and resolve any questions and/or

misunderstanding that may arise. You are encouraged to attend. If attendance has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for the contract award. The Authority reserves the right to consider any representative arriving late as to be “not in attendance.” Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

- 3.3 Proposer Questions and Inquiries.** Questions and requests for clarification may be submitted up to the date and time set forth above via email to Olivia Hancock at ohancock@jekyllisland.com. No questions will be accepted after this. **Contact with other staff of the Authority or members of the Board or contact with Olivia Hancock other than as permitted here regarding this RFP is strictly prohibited and will result in disqualification of the Proposer.** A final summary of the questions received, and the Authority’s responses will be posted on the Georgia Procurement Registry, the Authority website, and, if answers to submitted questions materially change the conditions and specifications of this RFP, sent periodically via email to those who have requested the RFP no later than the date and time set forth above. No questions other than written will be accepted. No response other than written will be binding upon the JIA. Proposers are cautioned that the JIA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. In submitting your question, you must include your company name, your question, and cite the relevant section of the RFP.
- 3.4 Negotiations.** Following any submissions or presentations, the finalist(s) may be re-evaluated. Should it become necessary, JIA may negotiate, verbally or in writing, with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Proposer(s) may be asked to submit a revised written offer. However, JIA reserves the right to accept a proposal as submitted; accordingly, it is imperative that all Proposers present their best offers in their initial submission. In the event all responsive and responsible Proposals are in excess of the budget, the JIA, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible Bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the JIA that is within the budget, as it may be amended.
- 3.5 JIA’s Right to Request Additional Information.** Prior to contract award, the JIA must be assured that the selected Proposer has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the needs of the JIA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the JIA is unable to assure itself of the Proposer’s ability to perform, if awarded, the JIA has the option of requesting from the Proposer any information deemed necessary to determine the Proposer’s responsibility. If such information is required, the Proposer will be so notified and will be permitted a certain period to submit the information requested.
- 3.6 Notice of Intent to Award.** The prospective successful Proposer, if any, will be notified by e-mail of the Authority’s Notice of Intent to Award the contract to the Proposer. The Notice of Intent to Award is not notice of an actual contract award; instead, it is notice of the JIAs expected

contract award(s) pending resolution of the protest process and Board approval.

- 3.7 Resolution of contract terms may commence with the prospective successful Proposer.
- 3.8 Upon mutual agreement of contract terms, the attached draft contract shall be constructed and forwarded to the prospective successful Proposer for execution. The draft contract format (as may be amended in JIA's sole discretion) will be the **only** acceptable document for execution.
- 3.9 Upon execution of the contract by the prospective successful Proposer, a recommendation will be made to the Authority's Board of Directors for consideration. A reminder: The Notice of Intent to Award and execution of the contract by the prospective successful Proposer does not guarantee an award of this contract, which is determined by a vote of the Board of Directors.
- 3.10 Upon the Board's approval, the contract will be executed.
- 3.11 The Proposer will be required to submit its affidavits and certificate(s) of insurance and endorsement(s) prior to the issuance of a Notice to Proceed.
- 3.12 **Notice to Proceed.** Upon a duly executed contract and submission of all required documentation, a Notice to Proceed will be issued as scheduled. The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 3.13 Upon execution of the contract, the unsuccessful Proposers be notified.

SECTION 4

RFP PROPOSAL FACTORS, SCORING, AND AWARD

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the Authority based on a combination of factors.

- 4.1 The Authority will form an evaluation team to review and evaluate the submitted proposals.
- 4.2 Based on this review, the proposals will first be evaluated as either “responsive” or “non-responsive.” Proposals determined to be non-responsive may be eliminated from further consideration at this point.
- 4.3 The proposals will then be evaluated for content and ranked in accordance of their merits. **Proposer consents to the Authority to contact any person or organization in order to make inquiries into legal, character, practical, financial, and other qualifications of Proposer.**
- 4.4 The evaluation team may recommend interviews with up to five (5) finalists. Those proposals not achieving finalist status will be eliminated from further consideration.
- 4.5 The evaluation team may interview selected Proposers to clarify specific matters presented in their proposals, and as part of this process may request the submittal of additional information clarifying the issues discussed.
- 4.6 The evaluation team will use the information gained during these discussions, along with information presented in the proposals, to rank the proposals. The following factors will, at a minimum, be considered during the evaluation process:
 - a) The qualifications of the project team including a demonstrated solid track record working with Jekyll Island Authority and/or Cell Towers for municipalities;
 - b) The quality and completeness of the proposal package;
 - c) Demonstrated understanding of Jekyll Island and the importance of this project to the overall success of Jekyll Island;
 - d) The quality of interview presentation and response to questions from interviewer;
 - e) Cost of the Project, to include moneys paid to the Proposer and cost to be incurred by the Authority;
 - f) The best fit for Jekyll Island based on all factors. The Authority has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Authority will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the Authority’s needs as defined in this RFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.; and

g) Proposer's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

4.7 The responsive proposals will be ranked according to the above criteria.

4.8 The Authority will be solely responsible for the final selection of the successful Proposer, if any.

4.9 Award of Contract:

4.9.1 The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Jekyll Island Authority, price and other factors considered. The JIA reserves the right to select any Proposer it believes to be in its best interest and to negotiate proposed scope elements and fees, or to reject any and all proposals at its sole discretion.

4.9.2 Multiple Awards: JIA reserves the right to award contracts to multiple Proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with JIA.

4.9.3 Any contract resulting from this RFP is non-exclusive, except if specifically stated, and shall be awarded with the understanding and agreement that it is for the sole convenience of JIA. JIA is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or activity with other suppliers at any time at JIA's sole discretion.

SECTION 5

INSTRUCTION TO PROPOSERS

Instructions for preparation and submission of a proposal are contained in this package.

- 5.1** By submitting a response to this RFP, the Proposer is acknowledging that the proposer:
- Has read the information and instructions and attachments; and
 - Agrees to comply with the information and instructions contained herein.
 - The JIA will not be liable for any costs incidental to the preparation of the RFP, presentations, or interviews relating to the selection process.
- 5.2** Each proposal shall contain at least the following information. **JIA reserves the right to reject all Proposals that are non-responsive.**
- 5.2.1 Cover Letter.** Please include in your cover letter a summary of your firm, key members of your team, who will be the principal contact/project manager from your firm, the name of the person authorized to negotiate on behalf of your team, and contact information for those individuals, including email addresses.
- 5.2.2 General Background and Experience.** Describe the background, history, and core competencies of your company as they related to this Project.
- 5.2.3 Statement of Project Understanding.** Briefly describe the concept and scope of your Proposal and explain why your Proposal is the best approach.
- 5.2.4 Detailed Proposal.**
- 5.2.5 Schedule of Events:** A detailed schedule that outlines the proposed project timeline from contract execution through project completion. Also include a statement of the ability of the firm to meet the proposed schedule.
- 5.2.6 Budget and Billing:** Proposals should include the budget that is required to complete the proposed work. If applicable, the Budget must include a breakdown of a schedule of fees for the various portions of the work if the Proposer requires such fees to be paid on a schedule. If unknown factors are involved which would hinder your ability to submit a budget, you must a) list what those factors are and why they prevent you from proposing a budget and b) provide a schedule of hourly rates for various services offered and a proposed project fee range or another method to determine the cost of this Project. Proposals should also include the billing schedule.
- 5.2.7 Relevant Projects.** Describe \$499,999.99 or less recent projects in detail which highlight similar experience as this Project. Include government owners if possible. If the Proposer has performed any work for the JIA within the last five years, at least one of the projects must be from the appropriate party within the JIA. Please include in your description information on:
- Project name and location

- b) Start date and completion date
- c) If applicable, how many days were exceeded from estimated project completion deadline
- d) Project scope
- e) Awarded cost and final cost of project. Include costs for design, permitting, and construction
- f) The role of your firm in the project – lead or subcontractor
- g) Contact information for references who can speak knowledgably about your involvement in the project

5.2.8 Resumes of key team members, including the firm principal, project manager, other key project personnel, and any subcontractors who are specifically identified in your Proposal.

5.2.9 Previous contracts your company has performed by JIA by Project Title, date, and awarded/final cost.

5.2.10 If applicable, explanation of any failure to complete a project, or explanation of any project that has been the subject of a claim or lawsuit by or against the Proposer. If so, please describe the nature of the claim/lawsuit, the court in which the case was filed, and the details of the resolution.

5.2.11 Any other pertinent information the firm wishes to present.

5.3 Preparing the Response. Proposers are encouraged to carefully review all provisions and attachments of this document prior to submission, including the attached draft contract. Each Proposal constitutes an offer and may not be withdrawn except as provided herein. All Proposals shall be:

5.3.1 Prepared on the forms enclosed herewith, unless otherwise noted, and **all documents must be submitted to be considered a complete and responsive proposal.** Please note that specific forms for submission are required.

5.3.2 Typewritten on standard 8-1/2" x 11" paper, except for schematics, exhibits, photographs, or other necessary information, or signatures, which shall be signed by the business owner or authorized representative. **ALL SIGNATURE SPACES MUST BE SIGNED**

5.3.3 All erasures or corrections shall be initialed and dated by the official signing the bid. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, JIA will issue a written addendum to document each approved change.

5.4 Packaging your Proposal.

5.4.1 Submit one (1) hard copy and one (1) electronic copy in **PDF format** on a USB drive of your complete proposal.

5.4.2 Your Proposal must be submitted in a sealed opaque envelope, plainly marked as follows:

RFP #372

Name of Company

Point of Contact for Company and Phone Number

5.5 Submitting your Proposal.

5.5.1 Your proposal must be mailed, or hand delivered as follows in sufficient time to ensure receipt by the JIA on or before the time and date specified.

Jekyll Island Authority

ATTN: Olivia Hancock

100 James Road

Jekyll Island, Georgia 31527.

5.5.2 The complete Proposal must be received on or before the due date and time.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED

WILL NOT BE OPENED OR CONSIDERED.

SECTION 6

RIGHT TO PROTEST

6.1 Proposers to this RFP are required to respond at their own risk and expense. By responding to this RFP, Proposers acknowledge, understand and accept the Authority's Reserved Rights.

6.2 Filing of protest.

6.2.1 Subject of protest. Any Proposer may file a Protest on any phase of the solicitation, request for proposal, or award process, including but not limited to specifications, solicitation, contract language, evaluation criteria, or award.

6.2.2 A protest shall be filed within the time period described in the Schedule of Events. A protest is considered filed when received by the Executive Director at the offices of the Authority. Protests which are not filed in a timely fashion as set forth above shall not be considered.

6.3 Form of Protest.

6.3.1 All protests shall be in writing and filed in duplicate.

6.3.2 All envelopes containing protests shall be labeled "PROTEST."

6.3.3 A written protest shall include as a minimum the following:

- a)** The name and address of the Protestor;
- b)** The signature of the Protestor or its representative. The Protestor must be authorized to act on behalf of the Proposer;
- c)** Appropriate identification of the solicitation document;
- d)** A statement of reasons for the protest;
- e)** Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protestor should supplement the Protest when the additional materials become available and should indicate on the materials submitted that they are "supplemental" and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director or Authority). Provided, however, that the Executive Director or his or her designee shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protestor.; and
- f)** The form of relief requested.

6.4 Delivery of Protest. All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST - RFP # 372
Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527

6.5 Stay of Procurement During Protest. When a Protest has been filed in a timely fashion

and before an award has been made, the Authority shall make no award of a contract until a final decision has been issued, unless the Authority makes a written determination that the award of the contract without delay is necessary under the circumstances to protect the interests of the Authority.

6.6 Information on Protests. The Authority shall, upon written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by law or regulation.

6.7 Decision on Protest.

6.7.1 The Executive Director or his or her designee shall review all information submitted with the Protest, including any additional information requested from the Protestor, and shall issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information.

6.7.2 Available remedies. If the Executive Director or his or her designee determines that the Protest is valid, the Executive Director or his or her designee shall determine the appropriate remedy. Available remedies include but are not limited to the following:

- a) Modification of the solicitation document and extension of the solicitation period;
- b) Cancellation of the solicitation; or
- c) Cancellation of the selection or award of contract.

6.8 Appeal to the Board of Directors

6.8.1 If a Protest is denied by the Executive Director or his or her designee, the Protestor may make an appeal to the Board of Directors within 5 days after the denial by the Executive Director or his or her designee.

6.8.2 No appeal will be considered if the Protestor has not first filed a Protest with the Executive Director and received a decision.

6.8.3 An appeal shall contain all information included in the original protest together with the decision of the Executive Director or his or her designee and all other information relevant to the basis for the appeal.

6.8.4 All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST APPEAL - RFP # 372
Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527

6.8.5 While a Protestor may request a hearing before the Board of Directors for an appeal, it shall be within the discretion of the Board of Directors to determine if a hearing is granted.

6.8.6 The Board of Directors shall have 30 days after an appeal is filed or a hearing is held, whichever is later, to decide on a protest appeal. This period may be extended for good

cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension, including, but not limited to, such events as hurricanes.

6.8.7 The Board of Director's decision shall be in writing and shall be sent to the Protestor.

6.8.8 The decision of the Board of Directors shall be final, and no further appeal will be allowed.

6.9 Costs. In no event shall a Protestor be entitled to recover any costs incurred in connection with the protest of a solicitation, including Proposal or quote preparation costs, protest preparation costs, or attorney fees.

6.10 Exclusive Remedy. This Procedure shall be the exclusive method for asserting a claim against the Authority arising out of or relating the any procurement conducted by the Authority.

SECTION 7

GENERAL TERMS AND CONDITIONS

- 7.1 Jekyll Island Authority's Rights Concerning Responses and Award.** JIA reserves the right to reject any or all responses and to waive any irregularities or technicalities in responses received whenever such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject all responses or any response that is not responsive, is over budget, of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a Proposal from a proposer whom investigation shows is not able to perform the contract. The JIA reserves the right to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to that advantage of the JIA. It is also within the right of the JIA to reject responses that do not contain all elements and information requested in this RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which such determination will be made by the JIA on a case-by-case basis.
- 7.2 Jekyll Island Authority's Right to Amend and/or Cancel the RFP.** The JIA reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIWEING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE. ALL PROPOSERS ARE ENCOURAGED TO FREQUENTLY CHECK THE WEBSITE FOR ADDITIONAL INFORMATION. The JIA reserves the right to cancel this RFP at any time.
- 7.3 Errors or Omissions in RFP.** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same from JIA.
- 7.4 Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the condition, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.** In case of error in extension of prices in the Proposal, then unit price will govern. Final payment will be based upon actual in-place measured quantities, excepting where lump sums are requested for Proposal items.
- 7.5 It is the responsibility of the Proposer to carefully examine and fully understand the contract, plans, technical specifications and other documents hereto attached and make a personal examination of the site of the proposed work, and satisfy him or herself as to the actual conditions and requirements of the work.**
- 7.6 Failure to Bid.** If a Proposal is not submitted, the business should return this document, stating the reason therefore, and indicate whether the business should be retained or removed from the JIA bidder list.

7.7 Signed Proposal Considered Offer: The signed Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Jekyll Island Authority's Board of Directors. In case of a default on the part of the Proposer after such acceptance, Jekyll Island Authority may take such action as it deems appropriate, including legal action for damages or lack of required performance. The Proposer further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the prices bid for the various items scheduled.

7.8 Compliance with Specification – Terms and Conditions. The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

7.9 Separate Contracts.

7.9.1 The JIA reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors' reasonable opportunity for the execution of their work, and the Contractor and other contractors shall properly connect and coordinate their work with each other.

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.

7.9.2 The JIA may perform additional work related to the project with its own forces. The Contractor will afford the JIA reasonable opportunity for the execution of work and shall properly connect and coordinate its work with the JIA's work.

7.10 Contract Terms and Conditions.

7.10.1 Please review the JIA's contract terms and conditions prior to submitting a response to this RFP in Attachment H. Proposers should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposer. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Proposers to better evaluate the costs associated with the RFP and the potential resulting contract.

7.10.2 By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposed to include in place of the provision. All exceptions to the contract must be submitted as an attachment to the Proposer's

response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

7.10.3 In the event the Proposer is selected for a potential award, the Proposer will be required to enter into discussions with the JIA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues may lead to rejection of the Proposer. The JIA reserves the right to proceed to discussions with the next best ranked Proposer.

7.10.4 The JIA reserves the right to modify the contract to be consistent with the apparent successful Proposal and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the JIA, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the JIA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Authority prior to the deadline for submitting written questions as defined by the Schedule of Events.

7.11 Changes in the Contract:

7.11.1 Changes in the Work: The JIA may at any time, as the need arises, order changes within the statement of work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract or the time required for performance of the work, an equitable adjustment shall be negotiated culminating in the issuance of a Contract Amendment. The Project Manager may, at any time, by issuing a Contract Amendment, 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 order entitles him to a change in the fee or time or both, in which she shall give the Project Manager written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the JIA.

The JIA may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the JA shall indicate this intent in a written notice to the Contractor.

7.11.2 Changes in Fee:

- a)** The Fee shall be increased only by a mutual agreement by the Contractor and the JIA and set forth in a Contract Amendment.
- b)** Contractor's Claim: No claim for additional or other compensation beyond the Fees shall be allowable unless the contractor makes and continuously maintains written demand therefor within thirty (30) days of the occurrence of any event which gives rise to such claim.

- c) The value of any work covered by an amendment or of any claim for increase or decrease in the Fees shall be determined by one or more of the following methods in the order of precedence according to the following list:
 - 1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the fee in the Proposal for a unit quantity thereof; or
 - 2) The JIA shall fix the total lump sum value of the amendment in the work of the Contractor and shall set out the price of which shall be added to or deducted from the Fees.
- d) The Contractor shall, when required by the JIA, furnish to the JIA an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, including overhead/profit and other charges.

7.12 Contract Administration. Contract administration and inspection will be performed by JIA, unless otherwise determined by JIA.

7.13 Project Manager. The Project Manager or his or her representative shall act as the JIA's representative during the execution of this Contract. He or she shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He or she shall interpret the practical intent of the Contract in a fair and unbiased manner. He or she shall make random inspections to determine if the services are proceeding in accordance with the Contract. He or she shall judge the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the work which these quantities represent. The decisions of the Project Manager or his or her representative shall be final and conclusive and binding upon all parties to the Contract.

7.14 Subcontractors. All subcontractors must be listed in the Proposal package or approved by JIA in writing prior to performing work on the project.

7.15 Payment to Contractor: Instructions for invoicing JIA are specified in the contract document.

7.15.1 Questions regarding payment may be directed to the Finance Department at (912) 635- 4000 or the JIA Project Manager.

7.15.2 Contractor will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.

7.15.3 Upon completion of work or delivery of the products Contractor will provide JIA with an affidavit certifying all suppliers, person or businesses employed by the Proposer for the work performed for JIA have been paid in full.

7.15.4 Payments. If the Contractor has made application for payment, the Project Manager will approve the application for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding an application as provided herein. After the Project Manager has approved the application for payment, the JIA shall pay to the Contractor within thirty (30) days the amount covering services or work performed or completed.

No application for payment, nor any payment, shall constitute an acceptance of any work or service not in accordance with the Contract.

- 7.16 Payment of Taxes.** Jekyll Island Authority is a tax-exempt entity. Every contractor, vendor, business or person under contract with Jekyll Island Authority is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Jekyll Island Authority by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 7.17 Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the Proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by JIA. Jekyll Island Authority has the right to require any or all Proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Jekyll Island Authority has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive whenever such bidder/proposer cannot document the ability to deliver the requested product. In judging whether the Proposer is responsible, JIA may consider, but is not limited to consideration of, the following:
- 7.17.1** Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
 - 7.17.2** Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
 - 7.17.3** Whether the Proposer can demonstrate a commitment to safety regarding Workers' compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.0;
 - 7.17.4** Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
 - 7.17.5** Whether the Proposer has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.
- 7.18 Compliance with Laws.** The Contractor and its subcontractors 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, county, and JIA statutes, ordinances, and rules during the performance of any contract between the Proposer and JIA. Any such requirement specifically set forth in any contract document between the Contractor and JIA shall be supplementary to this section and not in substitution thereof.
- 7.19 Specifications.** Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Substitutions must be approved by the Project Manager in advance of such substitution being made.

- 7.20 Equal Employment Opportunity.** The Proposer certifies that it/he/she will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 7.21 ADA Guidelines.** The JIA adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Jekyll Island Authority at least one day in advance if they require special arrangements when attending the Pre-Bid Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
- 7.22 Registered Lobbyists.** All Proposers who employ or retain one or more lobbyists shall cause such lobbyists to register with the Georgia Government Transparency and Campaign Finance Commission (Commission) and to file the disclosures required by Article 4 of Chapter 5 of Title 21 of the O.C.G.A. Such registration must be made no later than fifteen (15) calendar days after the lobbyist's initial contact with JIA or the date that bids or proposals are due to be submitted by the Proposer in response to the JIA's solicitation, whichever is earlier. All Proposers shall certify, as part of any response to a request for proposals or bids or other procurement method, that any lobbyist whom the Proposer employs or retains has registered with the Commission and complied with the requirements of this regulation. The registrations and disclosures required pursuant to this regulation must be considered "information voluntarily supplied" to the Commission by such suppliers under O.C.G.A. Section 21-5-6(b)(3), so that the Commission may perform its duty to accept and file such information.
- 7.23 Compliance with Federal and State Work Authorization and Immigration Laws.** Please see attachment D.
- 7.24 Multiple Proposals:** No Proposer will be allowed to submit more than one (1) Proposal. Any alternate proposals must be brought to JIA's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the Proposal opening date.
- 7.25 Prices to be Firm:** Proposer warrants that the prices, terms and conditions quoted in his Proposal will be firm for acceptance for a period of sixty (60) days from Proposal opening date, unless otherwise stated in the Proposal.
- 7.26 Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 7.27 Guarantee/Warranty:** Unless otherwise specified by JIA, Contractor shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. There shall be no disclaimers of warranties. If, within the guarantee period, any defects occur which are due to faulty material and or services, Contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of JIA. These repairs, replacements or adjustments shall be made only at such time as will be designated by

JIA as being least detrimental to the operation of JIA business.

- 7.28 Liability Provisions:** Where Proposers are required to enter or go onto Jekyll Island Authority property to take measurements or gather other information in order to prepare the bid or proposal as requested by JIA, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Proposal and shall indemnify and hold harmless Jekyll Island Authority from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Jekyll Island Authority.
- 7.29 Cancellation of Contract:** The contract may be cancelled or suspended by Jekyll Island Authority in whole or in part by written notice of default to the Proposer upon non-performance or violation of contract terms. An award may be made to the next lowest Proposer, for articles and/or services specified, or they may be purchased on the open market and the defaulting Proposer (or his surety) shall be liable to Jekyll Island Authority for costs to JIA in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 7.30 Patent Indemnity:** Except as otherwise provided, the successful Proposer agrees to indemnify Jekyll Island Authority and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of JIA of supplies furnished or construction work performed hereunder.
- 7.31 Certification of Independent Price Determination:** By submission of this Proposal, the Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- 7.31.1** The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 7.31.2** Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and
 - 7.31.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose or restricting competition.
- 7.32 Insurance Provisions:**
- 7.32.1** JIA is under no obligation to insure Contractor's possessions or property.
 - 7.32.2** Contractor will insure and keep insured, from the date of actual possession, Contractor's personal property, improvements, and trade fixtures on the Premises against loss or damage by fire and other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of their

actual cash value with responsible insurance companies licensed in the State of Georgia, such insurance to be made payable in case of loss to Contractor.

7.32.3 Contractor shall be required to procure and maintain for the duration of the contract insurance as provided in Attachment-G against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his subcontractors, agents, representatives, employees, or subcontractors.

7.32.4 The cost of such insurance shall be included in the Proposal.

7.33 Debarred or Suspended Subcontractors. Proposer shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with JIA or other government entities. Proposer shall immediately notify JIA in the event any subcontractor is added to a Federal, State, or other Government Entity listing.

7.34 Cone of Silence. Lobbying of Procurement Evaluation Committee members, Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP), or contract by any member of a Proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation, is strictly prohibited. Such actions may cause your proposal to be rejected.

7.35 CONFIDENTIALITY AND GEORGIA OPEN RECORDS ACT.

7.35.1 The responses will become part of JIA's official files without any obligation on JIA's part. Ownership of all data, materials and documentation prepared for and submitted to Jekyll Island Authority in response to a solicitation, regardless of type, shall belong exclusively to Jekyll Island Authority and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. Seq., unless otherwise provided by law.

7.35.2 Jekyll Island Authority shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than JIA at any time during the solicitation evaluation process.

7.35.3 In the event a Proposer submits information which constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, the Proposer must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34). If the proper documentation is not submitted, any documents labeled trade secret information or confidential will not be kept confidential under the Georgia Open Records Act.

7.36 Audits and Inspections. At any time during normal business hours and as often as JIA may deem necessary, the Proposer and his subcontractors shall make available to JIA and/or representatives of Jekyll Island Authority for examination of all its records with respect to all

matters covered by this Contract. It shall also permit Jekyll Island Authority to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of JIA or at the offices of the Proposer as requested by JIA.

7.37 Communication with Third Parties. Conversations or correspondence regarding this solicitation or report between prospective offerors and persons outside the Jekyll Island Authority will not be considered official or binding unless otherwise specifically authorized within this document.

SECTION 8

PROPOSAL

RFP # 372

Communications Tower

A. Background

The Jekyll Island Authority (JIA) invites proposals from qualified vendors to provide a 145-foot, self-supporting communications monopole tower. Upon project completion the tower will be owned and managed by the Jekyll Island Authority. This is to be a turnkey proposal including geotechnical testing, permitting, site preparation, tower and foundation design and engineering, all associated materials and accessories, and installation.

B. Project Overview

The monopole is to be erected adjacent to the JIA water tower located at 305 South Beachview Drive (31-01'33" N, 81-25'08" W) on land owned by the JIA. An opportunity exists for a potential change order to replicate construction of an identical tower to be located at 1176 North Beachview Drive. Any potential economies can be discussed in the vendor bid submission.

C. Project Objectives and Expected Outcome

The monopole tower must be capable of accommodating four (4) wireless communications carriers and the bids submitted shall demonstrate how this collocation will be accomplished.

D. Expected Tasks and Services

General construction work shall conform to the Glynn County, Georgia building codes and any other applicable state, local and Federal codes, and local ordinances. Material furnished by the successful vendor shall be new and of first quality as defined by industry standards and best practices. The monopole shall meet TIA/EIA standards for Steel Antenna Towers and Antenna Supporting Structures. All foundation and tower designs must be prepared, signed, and sealed by a structural engineer who is licensed, certified, and registered in the state of Georgia as a professional engineer and shall be submitted to the Jekyll Island Authority for approval during the Due Diligence/County approval process. A copy of the

geotechnical report should accompany and support the structural engineering design(s). The Tower and all related structures must conform to the local, state or federal most current version of the wind loading requirements. The above approvals are in addition to the approval of the Federal Aviation Administration (“FAA”) if required.

E. Work of Others

a. Work of JIA

None

b. Work of other contractors

Including any and all geotechnical testing, permitting, site preparation, tower and foundation design and engineering, all associated materials and accessories, and installation.

SECTION 9

SPECIAL CONDITIONS

RFP # 372

9.1 COMMENCEMENT AND COMPLETION: The Proposer shall agree to commence work under this contract within 180 calendar day(s) after the Notice to Proceed is issued and complete all work by August 1, 2023. The Proposer shall work continuously on the project after the Notice of Proceed is issued.

9.2 TERMS OF CONTRACT:

- Annual Contract
 - With no renewal options
 - With discretionary renewal options for one additional one year term(s) if all parties agree.
- One-time Purchase
- One-time Contract

9.3 SURETY REQUIREMENTS and BONDS:

- 9.3.1** Proposer acknowledges JIA's right to require a Bid Bond, Performance Bond, or Payment Bond of a specific kind and origin. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by JIA.
- 9.3.2** "Performance Bond" means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. An irrevocable letter of credit may be submitted in lieu of a Performance Bond.
- 9.3.3** "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract. The awarded Proposer must (1) receive prior approval from the JIA prior to utilizing the subcontractor and (2) submit the payment bond(s) to the JIA prior to permitting the approved subcontractor(s) to begin work.
- 9.3.4** "Bid Bond" is a guarantee that the bidder will actually enter into the contract at the submitted price and terms of the contract during the RFP process. Bid Bonds are required for construction contracts with estimated bids or proposals over \$100,000.00. Such bidder shall post a bid bond (bond only, not a certified check or money order) made payable to the Jekyll Island Authority Finance Department in the amount of 5% of the bid price.

- 9.4** Equipment or supplies offered to conform to the attached:
Proposed site-specific plans
- 9.5** Proposer must show manufacturer's name and model number for each line item offered.
- 9.6** Proposer to furnish specifications and complete descriptive literature with Proposal.
- 9.7** All work under this contract shall be done in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications, latest edition except as modified in this document for Sampling and Testing included in this proposal will also apply.
- 9.8** All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only as per the GDOT Qualified Products List available on the website www.dot.ga.gov/PS/Materials/QPLCategories or approved equal by the Engineer,
- 9.9** **Payments for Construction Contracts.**
- 9.9.1** The invoices shall be submitted each month until the Project is completed. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. Invoices shall be itemized to reflect actual expenses for each individual task. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution.
- 9.9.2** The terms of the Contract are intended to supersede all provisions of the Georgia Prompt Pay Act.
- 9.9.3** As long as the gross value of completed work is less than 50% of the total contract amount, or if the Contractor is not maintaining his or her construction schedule to the satisfaction of the JIA, JIA shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer or the JIA.
- 9.9.4** After the gross value of completed work equals or exceeds 50% of the total contract amount within a time period satisfactory to JIA, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.
- 9.9.5** When all work is completed and time charges have ceased, pending final acceptance and final payment, the amount retained may be further reduced at the discretion of JIA.
- 9.9.6** The Contractor may submit a final invoice to JIA for the remaining retainage upon JIA's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by JIA to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment.
- 9.9.7** Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.
- 9.9.8** The Contractor shall notify JIA when the work is substantially complete by submitting in writing a request for a Certificate of Substantial Completion (Substantial Completion shall mean the date when the work has progressed to the point where it can be utilized for the purpose for which it is intended). The Certificate shall list the date of substantial completion, items of the work remaining to be completed or corrected and shall fix the

time within which the Contractor shall complete items listed therein (no more than 30 days). The Certificate shall be signed by the Contractor's Construction Manager and the JIA Project Manager.

9.9.9 Change Orders.

- a) For work performed by the prime contractor/general contractor, the contractor shall be reimbursed for the Actual Cost incurred in doing the work, and an additional payment of 15% to cover overhead and profit, except the overhead and profit mark-up shall not exceed 7% on the subcontractor's price.
- b) For work performed by a sub-contractor, the sub-contractor shall be reimbursed for the Actual cost incurred in doing the work, and an additional payment of 10% to cover overhead and profit. JIA shall not recognize subcontractors of subcontractors.
- c) The term "Actual Cost" shall include the cost of material and labor as follows:
 - 1) Material cost - Direct cost of material, sales tax, freight and equipment rental.
 - 2) Labor cost – Man-hour cost listed separately by trade, payroll costs including workman's compensation, social security, pension and retirement.
 - 3) The term "Overhead and Profit" shall include bonds (Payment & Performance, Roof & Wall), insurance (Liability, Builders Risk), permits, supervision costs (cost of subcontractor to supervise own work, cost of contractor to supervise work of sub-contractor), and all administrative costs.

9.10 COST-PLUS-PERCENTAGE; FORCE ACCOUNT: When no agreement is reached for additional work to be done at Lump Sum or Unit Prices, then such additional work shall be done based on the **following** Cost-Plus- Percentage basis of payment: 10%. The Georgia Department of Transportation specifications for the use of a force account will not be used.

9.11 MAINTENANCE: Once the Notice to Proceed has been issued, the Contractor shall maintain the work area to minimize disruption to 3,000 square feet. Keep site clear of debris.

9.12 PRECONSTRUCTION INSPECTION: A preconstruction video or photographs are required and must be submitted to JIA for approval prior to the start of work.

9.13 WORK HOURS: Contractor work hours shall be restricted to daylight hours unless specifically approved otherwise at least 48 hours in advance.

9.14 UTILITIES: The Contractor will be responsible for all utility coordination and protection of utility facilities. Contact JIA staff for access to water.

9.15 PRIME CONTRACTOR SUPERINTENDENT: A qualified Superintendent of the prime contractor shall be on-site at all times during construction activities, including those of subcontracts. A sub-contractor will not be an approved representative of the prime contractor. If the Superintendent is not present to control the work, work may be suspended by JIA personnel until such time as the Superintendent is on-site and has adequately addressed any problems or concerns.

ATTACHMENT - A

CHARACTER QUALIFICATIONS

Convictions. Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felony or misdemeanor) in which any of the following offences were charged?

		YES	NO
A	Fraud		
B	Embezzlement		
C	Tax Evasion		
D	Bribery		
E	Extortion		
F	Jury Tampering		
G	Anti-Trust Violations		
H	Obstruction of Justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
I	False/Misleading Advertising		
J	Perjury		
K	Conspiracy to commit any of the offenses listed above		

Civil Proceedings. Has the Proposer or any principal ever been a party, or is now a party, to civil proceedings in which it was held liable for any of the following?

		YES	NO
L	Unfair/anti-competitive business practices		
M	Consumer fraud/misrepresentation		
N	Violations of securities laws (state and federal)		
O	False/Misleading Advertising		
P	Violation of local government ordinance		

License Revocation.

		YES	NO
Q	Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in the same?		

Responses. If “yes” is the response to any of the foregoing, **on a separate sheet of paper, provide information** such as name and contact information for principal, date, court, sentence, fine, location, and all other specifics for each “yes” response.

ATTACHMENT - B

CERTIFICATION

I, the undersigned bidder or proposer, and on behalf of the proposing company I represent (collectively "I"), certify that

- I have carefully read this RFP and all other documents and data applicable hereto and made a part of this invitation; and, further certifies that the Fee(s) shown in my bid/proposal are in accordance with all documents contained in this Invitation for Bids/Proposals package, and that any exception taken thereto may disqualify my bid/proposal;
- I have read this document in its entirety and agree to be bound by the provisions of the same.
- If this proposal is accepted, I agree to enter into an agreement with the JIA in the form of the attached Contract, as may be amended in JIA's sole discretion, and to perform and furnish all Work as specified or indicate;
- I have had the opportunity to visit the site, or have visited the site, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- I am familiar with and am satisfied as to all federal, state, county, JIA, and local laws, regulations, statutes, ordinances, and rules that may affect cost, progress, performance, and furnishing of the Work;
- I am aware of the general nature of the work to be performed by the JIA and others at the site that relates to Work for which this Proposal is submitted as indicated in the RFP.
- I have given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that I have discovered in the RFP and the written resolution thereof by the Authority is acceptable to me. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. I have not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. I have not solicited or induced any person, firm, or corporation to refrain from submitting a Proposal. I have not sought by collusion to obtain for myself any advantage over any other Proposer or over the Authority.
- Any lobbyist whom I or my company employs or retains has registered with the Commission and complied with the requirements of the Lobbyist Registration.
- I am authorized to conduct business in the State of Georgia.
- I accept the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

The following documents are contained in and made a part of this Proposal. When marked, those marked documents are required to be submitted with the Proposal. It is my responsibility to read, complete and sign where indicated, and return these documents with my Proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.** I certify that I have received the listed documents below and acknowledges that my failure to return each, completed and signed as required, may be cause for disqualifying my Proposal.

GENERAL INFORMATION

DEFINITIONS

SCHEDULE OF EVENTS

RFP PROPOSAL FACTORS, SCORING, AND AWARD

INSTRUCTIONS TO PROPOSERS

RIGHT TO PROTEST

GENERAL TERMS AND CONDITIONS

PROPOSAL

SPECIAL CONDITIONS

ATTACHMENTS

CHARACTER QUALIFICATIONS

CERTIFICATION

LIST OF SUBCONTRACTORS

CONTRACTOR AFFIDAVIT (required if the performance of labor or services exceeds \$2,499.99) OR CERTIFICATION OF NO EMPLOYEES

SUBCONTRACTOR AFFIDAVIT, if applicable (required if the performance of labor or services exceeds \$2,499.99 and if the Contractor will use subcontractors)

AFFIDAVIT OF PAYMENT OF CLAIMS

WAIVER AND RELEASE OF PAYMENT BOND RIGHTS UPON FINAL PAYMENT

INSURANCE INSTRUCTIONS AND REQUIREMENTS

CONTRACT

This _____ day of _____ 20_____

BY: _____
SIGNATURE

NAME

TITLE

COMPANY NAME

ADDRESS

PHONE NUMBER

EMAIL

ATTACHMENT- D

COMPLIANCE WITH FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS

- A. Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in **Attachment D-1 (Contractor) and Attachment D-2 (Sub-Contractor)** attached hereto. The required certificate(s) must be filed with JIA and copy maintained by Proposer as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the JIA, retain the right to inspect and audit the Project Site and employment records of the Contractor and subconsultants without notice during normal working hours until final completion of the services, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.
- B. **In lieu of the E-Verify Affidavit**, a contractor, subcontractor, or sub-subcontractor **who has no employees and does not hire or intend to hire employees** for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead use the form set forth in **Attachment D-3 and provide a copy of the state issued driver's license or state issued identification card** of such contracting party **and a copy of the state issued driver's license or identification card of each independent contractor** utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

Courtesy Checklist

The following checklist is provided to you as a courtesy and you should not rely on this checklist for the what documents are required of you.

If you are required to have an E-Verify Number:

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

And if you are using Subcontractors:

- Subcontractor Affidavit under O.C.G.A. § 13-10-91(B)(3)

If you have no employees:

- Certification of No Employees under O.C.G.A. § 13-10-91(B)(5)
- Identification Cards

**PLEASE DO NOT SUBMIT ATTACHMENT D-3
IF YOU ARE SUBMITTING ATTACHMENT D-1.**

ATTACHMENT- D-1

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Jekyll Island-State Park Authority
Name of Public Employer

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

Executed on _____ (month, date), 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: _____

ATTACHMENT- D-2

SUBCONTRACTOR AFFIDAVIT 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 the Jekyll Island-State Park Authority 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 that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Jekyll Island-State Park Authority
Name of Public Employer

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

Executed on _____ (month, date), 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: _____

ATTACHMENT- D-3

CERTIFICATION OF NO EMPLOYEES UNDER O.C.G.A. § 13-10-91(B)(5)

By signing this form, the undersigned contractor, sub-contractor, or sub-sub contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) with the Jekyll Island-State Park Authority. The contractor agrees to provide the Jekyll Island Authority with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Jekyll Island Authority from acquiring any additional or future services with you or your company.

Name of Contractor _____

Name of Project _____

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

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

_____ (date)

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

**IF YOU ARE SUBMITTING ATTACHMENT D-3, YOU
MUST ATTACH A COPY OF YOUR AND
EACH OF YOUR INDEPENDENT CONTRACTOR'S
DRIVER'S LICENSE OR STATE IDENTIFICATION CARD.**

ATTACHMENT - E

**AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with Final Invoice)**

Project: **RFP # 372 , Communications Tower**

Contract between Jekyll Island-State Park Authority and _____
(Contractor)

Date Contract Last Signed: _____

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all Subcontractors, Suppliers, Trade Contractors, mechanics, and laborers have been paid and satisfied in full, or will be paid and satisfied in full out of the proceeds of this payment as set forth in O.C.G.A. §13-10-80, and that there are no outstanding claims of any character [including disputed claims or any claims to which the Contractor has or will assert any defense] arising out of the performance of the Contract which have not been paid and satisfied in full except as listed herein below:.....

Instructions to Contractor - ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, Subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

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

Signature of Authorized Officer or Agent of Contractor

Printed Name and Title of Authorized Officer or Agent

Executed on _____ (month, date), 20 _____

in _____ (city), _____ (state).

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT - F

**WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT
(Submitted with Final Invoice)**

Project: **RFP # 372**, Communications Tower

Contract between Jekyll Island-State Park Authority and _____
(Contractor)

Date Contract Last Signed: _____

The undersigned has been hired by Jekyll Island-State Park Authority for the above-referenced project, which is located on Jekyll Island, County of Glynn, and is owned by Jekyll Island-State Park Authority.

Upon the receipt of final payment in the amount of \$_____, the contractor waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of said owner for said property.

Signature of Authorized Officer or Agent of Contractor

Printed Name and Title of Authorized Officer or Agent

Executed on _____ (month, date), 20 _____

in _____ (city), _____ (state).

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

NOTARY PUBLIC
My Commission Expires: _____

Notice: When you execute and submit this document, you shall be conclusively deemed to have waived and released any and all liens and claims of liens upon the foregoing described property and any rights regarding any labor or material bond regarding the said property to the extent (and only to the extent) set forth above, even if you have not actually received such payment, 90 days after the date stated above unless you file an affidavit of nonpayment prior to the expiration of such 90 day period. The failure to include this notice language on the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.S. §44-14-336.

ATTACHMENT - G

INSURANCE INSTRUCTIONS AND REQUIREMENTS

- 1** Contractor shall be required to procure and maintain for the duration of the contract insurance as provided below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.
 - 1.1** To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities stated below is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
 - 1.2** *All policies shall contain a provision or endorsement that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.*
 - 1.3** *All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.*
 - 1.4** The policies shall be written without an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another.
 - 1.5** To the full extent permitted by the Constitution and the laws of the State of Georgia, Contractor and its insurers must waive any right of subrogation against the Indemnities, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of the indemnification.
 - 1.6** The insurer must agree that the Attorney General of Georgia represents and defends JIA, and his or her prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.

2 Certificate of Insurance.

2.1 It is every Contractor's responsibility to provide the JIA current and up-to-date Certificates of Insurance for multiple year contracts before the beginning of the contract and before the end of each term. Failure to do so may be cause for termination of contract.

The name of the Insured on the COI must exactly match the name of Contractor under this Contract.

See the attached *sample* Certificate of Insurance.

3 Additional Named Insured. Contractor shall add the "Jekyll Island-State Park Authority, its officers, employees, and agents" as an additional named insured under the **commercial general, automobile, and umbrella** liability policies. JIA calls attention to Contractor that the policy shall not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees, and agents.

A Certificate of Insurance alone is insufficient evidence of compliance with this section.

A blanket additional insured endorsement does not comply with this requirement.

3.1.1 For **contractors**, the additional named insured endorsement(s) shall be for Ongoing Operations and Completed Operations.

3.1.2 You must attach the endorsement that states your policy number on the endorsement.

See the attached *sample* Endorsement.

4 Commercial General Liability Policy

- 4.1** Contractor's CGL policy must be made on Per Occurrence and Per Project.
- 4.2** Primary and Noncontributory Insurance. Contractor's CGL policy must stipulate that the policy is primary over other policies on which JIA is a named insured and will not seek contribution from any other insurance available to the additional insured. This may be accomplished by providing an endorsement, such as CG 20 01 or an updated form.
- 4.3** The CGL Policy must contain a contractual liability stipulation.
- 4.4** CG 22 94 – EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF, or its equivalent endorsement, may not be placed on the policy.

5 Excess or Umbrella Insurance

- 5.1** Your excess or umbrella policy must state that the excess or umbrella policy will be primary to any insurance on which JIA is an insured.
- 5.2** The parties agree that Contractor may have a retention in the amount of up to \$25,000. Contractor assumes the defense obligations of the insurer providing insurance pursuant to this subparagraph for all lawsuits against JIA. This defense obligation of Contractor shall begin immediately upon the filing of any suit or claim that would be defended by the insurance required hereunder and continue until such time as the deductible has been met or the insurance required hereunder provides a defense to JIA.

6 If Professional Liability Coverage is written on a claims-made basis:

- 6.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 6.2** Insurance must be maintained, and evidence must be provided for at least five (5) years after completion of the work.
- 6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

7 Workers Compensation Insurance.

- 7.1** Workers Compensation Insurance is not required if you are not required by law to have it. For more information, please visit <https://sbwc.georgia.gov/workers-compensation-insurance-faqs>.
- 7.2** If you obtain Workers Compensation Insurance, it must not exclude any person of your company who will be working on this Project, including Proprietors, Partners, Executive

Officers, or Members.

8 Insurance Provisions, Minimum Limits

Standard

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Umbrella Liability – Each Occurrence	\$2,000,000

Consulting Services

If the Contractor is providing a professional service regulated by the State, such as architects and engineers, and other professional Contractors, such as technology consultants and designers, or is acting as a consultant otherwise

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Umbrella Liability – Each Occurrence	\$2,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$2,000,000
Aggregate	\$2,000,000

Building Remodeling and Construction

Includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000

Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
	Per project
Products/Completed Operations	\$2,000,000
Aggregate Limit	
Automobile Liability – Any Auto, Combined	\$1,000,000
Single Limit	
Umbrella Liability – Each Occurrence	\$2,000,000
Property Coverage or Builders Risk Property	Equal to or
	greater than the
	existing building
	limit if
	performing
	renovations
 <i>If hazardous substances are involved:</i>	
Contractor’s Pollution Liability (with 1 year	
extended reporting period)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

PRODUCER Agency Name Agency Address Agency Telephone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Contractor's LEGAL Name Address	INSURER A: Insurer's Name - minimum AM Best rating of A-	Must list
	INSURER B: Insurer's Name - minimum AM Best rating of A-	Must list
	INSURER C: Insurer's Name - minimum AM Best rating of A-	Must list
	INSURER D: Insurer's Name - minimum AM Best rating of A-	Must list
	INSURER E: Insurer's Name - minimum AM Best rating of A-	Must list

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ up to 25,000	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	Effective Date	Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	OTHER See attachment.	Policy Number	Effective Date	Expiration Date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 **Insert Project Number and Project Name - or - "All Jobs"
 Insurer agrees that the coverages shall not be canceled, charged, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the Certificate Holder below. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnitiees remains in full force and effect and is not waived by issuance of any policy of insurance.
 [Note Additional Named Insured Endorsement requirement on attachment.]

CERTIFICATE HOLDER Jekyll Island-State Park Authority 100 James Road Jekyll Island, Georgia 31527	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Handwritten Signature
---	--

ACORD 25 (2001/08)

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POLICY NUMBER: POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Jekyll Island-State Park Authority, its officers, employees, and agents
100 James Road
Jekyll Island, GA 31527

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: Policy Number

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <u>Effective Date</u>	Countersigned By: <u>Handwritten Signature</u>
Named Insured: <u>Contractor's LEGAL Name</u>	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): <p style="text-align: center;"><u>The Jekyll Island-State Park Authority, its officers, employees, and agents</u> <u>100 James Road, Jekyll Island, Georgia 31527</u></p>
--

Re:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Subject to all other terms and provisions of the policy, such insurance as provided by this endorsement shall be deemed primary, but only with respect to work performed by or for the named insured in connection with the above described contract. Any other insurance maintained by the Additional insured(s) shall be excess and non-contributory.

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FIN/lt/600-35/h:common/forms.addinsurauto-City.doc

(rev 1/17/2012)

ATTACHMENT - H

CONTRACT

[ON FOLLOWING PAGES]