

City Council Synopsis February 19, 2020

Mayor Sessions called the City Council Meeting/Workshop to order at 9:30AM, February 19, 2020. Those present were Jay Burke, Monty Parks, John Branigin, Barry Brown, Nancy DeVetter and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Dana Braun, Legal Counsel; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council.

**Items for Consideration**

**Diesel Bypass Pumps RFP Contract recommending the pumps be purchased from Goforth Williamson. Monty Parks** made a motion to defer until City Council Meeting, February 27, 2020. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

**Agreement between City of Tybee Island and Tybee Island Marine Science Center. John Branigin** made a motion to approve the lease with the following changes:

- Add a section that rent will be for years 1 – 5, \$10 per year; years 6 – 10, \$5,000 per year; and for years 11-15, \$10,000 per year
- Reference Sec 8.2, piece parts in the section are only those initially provided by the City in terms of the building
- No change in the insurance
- Article 10: to include exhibits and signs which belongs to the Marine Science Center

**Nancy DeVetter** made a motion after discussion to amend the pending motion for approval to allow the Marine Science Center to have events and gatherings on site. **Jay Burke** seconded. Vote was unanimous to approve the amendment to the motion, 6-0.

**Monty Parks** seconded the motion to approve the lease to include the amendment. Vote was unanimous, 6-0.

**Agreement with Makel, City of Tybee Island and Marine Science Center. Spec Hosti** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

**Resolution 2020-02 for Plat approval: Makel and Marine Science Center. Spec Hosti** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

**Agreement for First Chatham as to Landlord Release for Marine Science Center. Monty Parks** made a motion to approve. **Barry Brown** seconded. Vote was unanimous, 6-0.

**Monty Parks** made a motion to adjourn. **John Branigin** seconded. Vote was unanimous to approve, 6-0.

Meeting adjourned at 11:05AM.

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Janet R. LeViner, CMC  
Clerk

**Item Attachment Documents:**

- 1 Agreement between City of Tybee Island and Tybee Island Marine Science Center

**LEASE**

**THIS LEASE** ("Lease") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **CITY OF TYBEE ISLAND, GEORGIA** (hereinafter "City") and **TYBEE ISLAND MARINE SCIENCE CENTER FOUNDATION, INC.**, a Georgia Non-Profit Corporation, d/b/a Tybee Island Marine Science Center (hereinafter "MSC"), upon the following terms and conditions:

**RECITALS**

WHEREAS, the City and MSC desire that MSC lease certain property hereinafter described and improvements thereon consisting of the Marine Science Center ("the Center") for the purposes of providing cultural, educational, museum and recreational programs and facilities related to beach and marine life, all as hereinafter provided;

WHEREAS, the City is a municipal corporation under Georgia law authorized to provide recreational, governmental, public health, and similar activities and facilities to citizens and is desirous of improving its ability to do so; and

WHEREAS, MSC is a non-profit corporation engaged in providing educational and recreational programs and facilities dealing primarily with beach and marine life, as well as environmental issues; and

WHEREAS, the City has contracted for the construction of a facility to be used and operated as the Marine Science Center located on the north end of Tybee Island in the North Beach parking lot (hereinafter the "Property" or the "Premises"); and

WHEREAS, the location was deemed suitable for the construction of a municipal building to be used for MSC purposes, including recreation, cultural and education; and

WHEREAS, in light of the volunteer services provided by MSC in the context of enhancing the community of the City and tourism therein and recreational activities therein; and

WHEREAS, the City has the power and authority to dispose of or lease real property pursuant to its charter; and

WHEREAS, the City has secured Recreational Authority Bond Funding for the express purpose of providing financing for the construction and operation of the Marine Science Center pursuant to certain limitations and restrictions; and

WHEREAS, the parties have been pursuing the construction of the Center for many years and the leasing of the Property and the Center by the City to the Marine Science Center; and

WHEREAS, on March 18, 2003, the voters of Chatham County voted in favor of a Special Purpose Local Option Sales Tax ("Referendum") for which certain capital improvement projects as designated in Attachment 4 of the SPLOST Resolution of the Board of Commissions of Chatham County adopted on February 14, 2003 ("SPLOT Resolution"); and

WHEREAS, the Center was and is one of the projects listed for the City in the Intergovernmental Agreement for the Distribution of Special Purposes Sales and Use Tax Proceeds by the County to Municipalities for Capital Outlay Projects, for General Obligation Debt, and Road, Street and Bridge Purposes by and among Chatham County and eight municipalities of Chatham County, including the City (“Intergovernmental Agreement”); and

WHEREAS, other capital improvement projects identified in the SPLOST Resolution and the Intergovernmental Agreement are enumerated as cultural, recreational, and historic facilities along with projects that will result in services to assist the health, safety, and welfare on a county-wide basis; and

**NOW, THEREFORE**, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **ARTICLE I - DEFINITIONS**

Unless the context otherwise specifies or requires, the following terms shall have the meanings specified herein:

- 1.1 **Base Rent.** The term "Base Rent" shall mean the sum of Ten Dollars (\$10.00) per calendar year beginning in \_\_\_\_\_. Further, base rent shall include an annual sum of \$12,100.00 payable in monthly installments to be adjusted depending upon the actual insurance cost to the City for its providing property insurance on the improvements. The \$12,100.00 figure is an estimate and will be adjusted including for premium increases during the term of the lease. In the event the Marine Science Center is able to secure insurance on the building and improvements that adequately protects the interest of the City such that the City's premiums can be reduced or eliminated, the rent will be adjusted or eliminated in accordance therewith. This rent is as to the insurance on the property only and it does not address the requirement that the MSC to provide liability coverage as provided in Article 10 hereof.
- 1.2 **Commencement Date.** The term "Commencement Date" shall be as of the \_\_\_\_ day of \_\_\_\_ 2020.
- 1.3 **Event of Default.** The term “Event of Default” shall be as defined in Section 15.1.
- 1.4 **Expiration Date.** The term "Expiration Date" shall mean December 31, 2035, unless renewed pursuant to Section 3.2.
- 1.5 **City's Address For Notices.** The term "City's Address for Notices" shall mean: CITY OF TYBEE ISLAND, GEORGIA, P.O. Box 2749, Tybee Island, Georgia, 31328, Attention: City Manager, with a copy to City Attorney, at P.O. Box 2749, Tybee Island, Georgia, 31328.
- 1.6 **Premises/Property.** The term "Premises" or "Demised Premises" or "Leased Premises" or "Property" shall mean that certain parcel of real property with the improvements thereon on the north end of Tybee Island in the North Beach parking lot City of Tybee Island, Chatham County, Georgia which is the \_\_\_\_\_ property identified as Parcel 2 on the Plat of Lot 2367 of a Recombination of Portions of Lots 6 & 7, Block 8, A Portion of Lot 2 & All of Lot 3, Block 9 & Portions of Wrenwood Avenue & the Former United States Coast Guard Property, Fort Screven Ward, Tybee Island,

Georgia dated \_\_\_\_\_, 2014 by Bert Barrett, Jr. Land Surveying, P.C. attached as Exhibit "A". Said Parcel 2 being an area of \_\_\_\_\_ square feet.

Pursuant to the Agreement of even date herewith between Limewood Drive Owner, LLC, the Marine Science Center Foundation, LLC and the City of Tybee Island, the following described property shall also be included as part of the term "Premises" or "Demised Premises" or "Leased Premises" or "Property". The parcel on the plat attached hereto as Exhibit "\_\_\_\_" is identified as Parcel 2B consisting of a portion of Limewood Drive right-of-way, which is the subject matter of such agreement to which a copy of this lease agreement is attached as Exhibit "\_\_\_\_".

1.7 **MSC's Address For Notices.** The term "MSC's Address for Notices" shall mean: TYBEE ISLAND MARINE SCIENCE FOUNDATION, INC., PO Box 1879, Tybee Island ,Georgia, 31328 Attention: Executive Director, maria@tybeemarinescience.org, with a copy to: Lane A. Johnson c/o Hunter, Maclean, Exley and Dunn, P.C., 200 E. Saint Julian Street, Savannah, GA 31401.

1.8 **MSC's Permitted Uses.** The term "MSC's Permitted Uses" shall mean the maintenance and operation of the Center as a cultural, educational, museum and recreational facility, which shall include, but not be limited to, providing programs and undertaking projects related to beach and marine life. The MSC may only use or authorize the use of the premises for programs, projects or events that are consistent with its current mission statement. Except with specific authorization of City Council, events or gatherings such as weddings, family reunions, school reunions, parties or social events and similar uses shall not be permitted, except for birthday parties for children ages ten and under.

The mission statement of the MSC states: "Our mission is to cultivate a responsible stewardship of coastal Georgia's natural resources through education, conservation and research.

1.9 **Transaction Closing Date.** The term "Transaction Closing Date" shall mean the date this Lease is fully executed by all parties.

1.10 **Method of Notice.** MSC and the City shall follow the method of providing notices to the other party outlined in Section 19.1 of this Lease.

## **ARTICLE II - PREMISES**

2.1 **Lease of Premises.** City hereby leases the Premises to MSC, and MSC hereby leases the Premises from City, upon all of the terms, covenants and conditions contained in this Lease, subject to (i) any state of facts an accurate survey of the Premises would show; (ii) any state of facts a personal inspection would show; (iii) rights, easements and restrictions of record; and (iv) all present and future state or federal laws, orders and regulations.

2.2 **Acceptance of Premises.** MSC acknowledges that City has not made any representation or warranty with respect to the condition of the Premises or with respect to its suitability or fitness for the conduct of MSC's Permitted Use or for any other purpose, and MSC acknowledges that it is accepting the Premises "AS IS."

### **ARTICLE III - TERM**

3.1 **Term.** Unless sooner terminated as provided in this Lease, the term of this Lease (the "Term" or "Lease Term") shall be for the period commencing on the Commencement Date described in Section 1.2 of this Lease and ending on the Expiration Date described in Section 1.4 of this Lease, and if renewed as per Section 3.2, "Lease Term" as used in this Lease shall be deemed to include any and all Renewal Terms.

3.2 **Renewal Terms.** If no Event of Default (as hereinafter defined) shall have occurred and this Lease shall otherwise be in full force and effect and so long as not deemed as being beyond the authority of the City to enter into a Lease for a period exceeding fifteen (15) years, MSC shall have the right to extend the term of this Lease for three (3) additional periods of five (5) years each (each five (5) year terms hereinafter called a "Renewal Term" and collectively called "The Renewal Terms") by delivering written notice for such renewal to City at least ninety (90) days, but not more than three hundred sixty (360) days, before the Initial Term or the applicable Renewal Term expires. If MSC exercises the foregoing rights to extend the term of this Lease for one or more Renewal Terms, all terms and provisions of this Lease (other than the Renewal Term) shall remain in full force and effect, except that the Expiration Date shall be the last day of the last month of the fifth (5th) year after the expiration of the initial Term or the previous Renewal Term, as applicable. In the event there exists an Event of Default the foregoing right or ability of MSC to extend the term shall be terminated and non-exercisable by MSC.

### **ARTICLE IV - RENTAL; PAYMENT OF OPERATING EXPENSES AND OTHER CHARGES**

4.1 **Base Rent.** During the Lease Term, MSC shall pay to City as rental for the Premises the Base Rent in the manner described in Section 1.1. City acknowledges receipt, as of the date hereof, of advance payment by MSC in the amount of \$20 for the first two (2) calendar years of the Term, i.e. calendar years 2020 and 2021.

4.2 **Expenses and Other Charges.** MSC shall, during the Term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, and before any governmental impositions and charges and obligations owed to governmental authorities of every kind and nature whatsoever, extraordinary as well as ordinary and each and every installment thereof which shall or may during the Term of this Lease be charged, levied, laid, assessed, imposed, become due and payable or liens upon, or for, or with respect to, the Premises or any part thereof, the buildings and improvements appurtenances or equipment owned by MSC thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments whatsoever during the term of this Lease.

4.3 **Payment.** The Base Rent for years 3-15 (\$10.00 per year) shall be paid on or before January 15<sup>th</sup> of each calendar year.

4.4 **Additional Rent.** For purposes of this Lease, all amounts payable by MSC that inure to the benefit of City pursuant to this Lease, whether or not denominated as such, (e.g. maintenance and repairs) shall constitute additional rent hereunder. Such additional rent, together with the Base Rent, shall sometimes be referred to in this Lease as "Rent."

### **ARTICLE V – CONSTRUCTION OF IMPROVEMENTS AND TITLE**

5.1 **Construction of Improvements.** The City shall construct, or cause to be constructed, all buildings, HVAC and similar equipment and components thereof, including, all driveways, parking areas, landscaping, sidewalks and all other areas of the Premises (the "Improvements") in accordance in accordance with plans and

specifications as approved by the City in writing and in compliance with all Applicable Laws (as hereinafter defined).

5.2 **Title to Improvements.** Title to all Improvements situated or erected on the Premises by the City and/or MSC shall remain solely in the City. Upon the expiration or earlier termination of this Lease, all of MSC's right and interest in and to the Premises and the Improvements shall automatically and without notice vest in City and MSC shall quit possession and occupancy and surrender the Premises and all Improvements thereon to City. Notwithstanding the foregoing, title to any moveable furniture, equipment, inventory and other personal property installed by MSC (including personal property which is uniquely the property of a marine science facility) and located upon the Premises and which may be removed without damage to the Improvements and without impairing its value shall remain in MSC provided that MSC removes the same within a reasonable period of time, not to exceed thirty (30) days following the expiration or termination of this Lease. Subject to the foregoing sentence, all fixtures attached to the Improvements are to remain and become the possession of the City.

#### **ARTICLE VI - USE OF PREMISES**

6.1 **MSC's Permitted Use.** MSC shall use the Premises only for MSC's Permitted Use as set forth in Section 1.8 above and shall not use or permit the Premises to be used for any other purpose without the prior written consent of City. MSC shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow MSC to conduct MSC's Permitted Uses. City disclaims any warranty that the Premises are suitable for MSC's use and MSC acknowledges that it has had a full opportunity to make its own determination in this regard.

6.2 **Compliance With Laws and Other Requirements.**

(A) MSC shall cause the Premises to comply with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction, including without limitation, any certificate of occupancy and any law, ordinance, regulation, covenant, condition or restriction affecting the Premises which in the future may become applicable to the Premises (collectively "Applicable Laws").

(B) MSC shall not use the Premises or permit the Premises to be used in any manner which violates any Applicable Law.

6.3 **Hazardous Materials.**

(A) From and after the date of this Lease, MSC shall not cause or permit any "Hazardous Materials" (as defined herein) to be "handled" (as defined herein) upon, about, above or beneath the Premises or any portion of the Improvements by or on behalf of a Responsible Party (as defined herein), except in compliance with Environmental Laws (as defined herein) and this Lease. Notwithstanding the foregoing, normal quantities of those Hazardous Materials customarily used in maintenance, including cleaning, may be handled at the Premises. Hazardous Materials shall be handled at all times in compliance with all applicable Environmental Laws.

(B) Notwithstanding the obligation of MSC to indemnify City pursuant to this Lease, MSC shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision, which requirement arises from the MSC's handling of Hazardous Materials upon, about, above or beneath the Premises. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. MSC shall take all actions necessary to satisfy any remediation requirements under applicable Environmental Laws, shall

provide reasonably detailed notice to City of any such actions (prior to the action being taken unless prior notice is not reasonably possible) and, if reasonably possible, provide City with a reasonable opportunity to comment upon such proposed actions prior to their being undertaken (provided that in no event shall prior notice to City or City's approval be required before any such action may be taken in any event).

(C) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any federal, state or local governmental authority regulating, relating to or imposing liability or standards of conduct concerning hazardous materials or the environment, including, without limitation, the following:

The Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA") the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Federal Water Pollution Control Act, as amended (22 U.S.C. §1251, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. §7401, et seq.) the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.) (together with the regulations promulgated thereunder, "HMTA"), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136, et seq.) (together with the regulations promulgated thereunder, "IRFA"), the Safe Drinking Water Act, as amended (42 U.S.C. §300f, et seq.) (together with the regulations promulgated thereunder, "SDWA"), the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.) (together with the regulations promulgated thereunder "TSCA"), the Georgia Hazardous Waste Management Act (O.C.G.A. §12-8-60, et seq.), the Georgia Water Quality Control Act (O.C.G.A. §12-5-20 et seq.), and the Georgia Air Quality Act (O.C.G.A. §12-9-1 et seq.).

(D) "Hazardous Materials" means (a) any material or substance: (i) which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing polychlorinated biphenyls (PCB's); (iv) containing asbestos; or (v) which is radioactive; (b) any other material or substance displaying toxic, reactive, ignitable, or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; or (c) materials which cause a nuisance upon or waste to the Premises or any portion of the Improvements.

(E) "Handle," "handle," "Handled," "handled," "Handling" or "handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials; excluding any Hazardous Materials existing on the Premises prior to the Commencement Date, and any migration of Hazardous Materials onto the Premises from a source not at the Premises.

(F) "Responsible Party" shall mean MSC, its subtenants and its assignees, any occupants of all or any portion of the Premises, and their respective contractors, clients, officers, directors, employees, agents, customers, suppliers, guests and invitees, or any of them as the case may be during the Term of this Lease.

(G) MSC shall expressly not be responsible for, and to the extent allowable by law, shall be entitled to seek contribution or other appropriate relief from the City with respect to any liability and

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City to the extent allowable by law shall indemnify MSC for claims relating to: (i) a violation of Environmental Laws or the presence of Hazardous Materials on, in or under all or any portion of the Leased Premises to the extent attributable to an act or omission of the City; or (ii) any Hazardous Materials on, in or under all or any portion of any parcels of land owned by City that are adjacent to the Leased Premises (the term "adjacent" as used herein being deemed to mean parcels of land sharing a common boundary line with the Leased Premises), unless the presence of Hazardous Materials was caused or contributed to by MSC or a Responsible Party (collectively "Claims"). City agrees that it shall not object to or resist being joined as a named party as to the adjudication of such Claims; however, nothing herein precludes City from asserting any defense to the Claims, including the defense of sovereign immunity, or asserting any counterclaim that City may have or from seeking indemnification or contribution from third parties.

#### **ARTICLE VII - UTILITIES AND SERVICES**

7.1 **Services.** The City reserves the right during the Term of this Lease to grant easements for public utility purposes on, over or below the Premises without any abatement in rent, and without the same being deemed an event of default of City hereunder, provided that said easements do not unreasonably interfere with the normal operation of the Premises by MSC or damage any Improvements. City shall not be required to pay for any service or supplies in connection with the Premises.

#### **ARTICLE VIII - MAINTENANCE AND REPAIRS**

##### 8.1 **MSC's Obligations.**

~~(A) **Structural Repairs.** MSC shall, at its risk and at its own sole cost and expense, for a period of ten years after completion of construction of a specific portion of the Improvements (or completion of a phase of construction) maintain in good repair and condition (including all necessary replacements), including, but not limited to the roof, outer walls and foundations of all Buildings, all interior walls both weight bearing and not weight bearing, floors and coverings, all glass elements and doors located in and about said specific portion or phase. MSC shall take good care of the Premises and Improvements and suffer no waste.~~

~~(B) **Mechanical, Drainage and System Repairs.** MSC shall, at its risk and at its own sole cost and expense, for a period of five years after completion of construction of a specific portion of the Improvements (or completion of a phase of construction) maintain in good repair and condition (including all necessary replacements) the drainage facilities and fire safety sprinkler systems, heating, ventilation and air conditioning systems located in and about said specific portion or phase and/or servicing said portion or phase.~~

(C) **Maintenance.** At all times in connection with its operation of the facility, the MSC shall provide maintenance consistent with the maintenance manual delivered or to be delivered by the final product or components with the contractor responsible for construction of the building and/or the contractor responsible for the manufacture, design and construction of the component parts of the facility and/or building and all improvements thereon, including the furnishings, recreational items and exhibits, and shall specifically wash not less frequently than the manufacturer's maintenance recommendations, and in no event no less than bi-weekly, the exterior components of the building, including the exterior rails of power coat and store front or window framings so as to protect from the elements to the fullest extent possible.

~~(D) **Storm Damage Repairs.** MSC shall, at its risk and at its own sole cost and expense, for a period of ten years after completion of construction of a specific portion of the Improvements (or completion~~

~~of a phase of construction) shall repair all storm damage to the Premises and Improvements not covered by insurance and shall be responsible for any cost of repair of storm damage not covered by insurance or subject to the insurance deductible.~~

(E) ~~Vandalism and~~ **Negligent Act Repairs.** MSC shall, throughout the Lease Term at its own cost and expense, repair or replace any damage or injury to all or any part of the Premises and Improvements thereon caused by ~~vandalism or~~ the negligent acts or omissions of MSC, its employees and agents, except to the extent that said cost and expense shall be covered by insurance.

**As used in this Section 8.1 & Section 8.2 the term “date of completion of construction” for any portion or phase shall be the date the certificate of occupancy is issued for said portion or phase.**

8.2 **City's Obligations.** ~~The City shall have the obligation: to make the Structural Repairs described in Section 8.1(A) for a specific portion or phase upon the tenth anniversary of the date of completion of construction of said portion or phase until the end of the Lease Term; to make the Mechanical, Drainage and System Repairs described in Section 8.1(B) for a specific portion or phase upon the fifth anniversary of the date of completion of construction of said portion or phase until the end of the Lease Term; and to make the Storm Damage Repairs described in Section 8.1(C) for a specific portion or phase upon the tenth anniversary of the date of completion of construction of said portion or phase until the end of the Lease Term. The City shall have no obligation to make any of the Vandalism and Negligent Act Repairs described in Section 8.1(D) throughout the Lease Term. City shall have no duty to make repairs or improvements to the premises except structural repairs and repairs to the building's electrical, mechanical, plumbing and HVAC systems necessary for safety and the intended use of the building, the necessity for which (i) City is notified in writing by MSC and (ii) not brought by any act or neglect of MSC, its agent, employees or visitors.~~

8.3 **City's Rights.** City and its contractors shall have the right, upon reasonable advance notice, at reasonable times, to enter upon the Premises to exercise any right reserved to City hereunder; provided, that MSC's use and enjoyment of the Premises shall not be disturbed.

8.4 **Liens.** MSC shall pay when due all costs for work performed and materials supplied to the Premises in the course of maintenance and repair. MSC shall not suffer or permit any liens to be filed or exist against the Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to MSC or its agent, contractors, subcontractors and subtenants. If any such lien shall at any time be filed, MSC shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If MSC fails to pay and remove or bond such lien, claim or encumbrance within such thirty (30) days, City, at its election, may pay and satisfy the same and in such event the sums so paid by City shall be deemed to be additional rent due and payable by MSC at once without notice or demand as per Section 4.4 hereof. MSC shall otherwise observe and comply with any and all requirements under Georgia Law, and shall indemnify, defend and hold City harmless from any loss, cost, or damage incurred by City as a result of the assertion of any lien claim. NOTHING HEREIN IS DEEMED TO BE A WAIVER OF THE PROHIBITION AGAINST LIENS UPON PUBLIC PROPERTY.

**ARTICLE IX - IMPROVEMENTS, ADDITIONS AND ALTERATIONS.**

9.1 **Construction and Contracting.** The City has engaged West Construction Company, GA LLC to construct the building and improvements which are the subject matter hereof subject to the agreement of the Marine Science Center to be responsible for the furniture, fixtures and exhibits.

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9.2 **Completed Construction.** As contemplated by the parties hereto, at the time of the execution of this Lease the construction of the improvements to the Premises will be completed as far as the building itself is concerned, although there may be additions or alterations to exhibits, furnishings and interiors.

9.3 **Alterations.** MSC may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

- (a) No Alterations shall be made that would materially impair the structural soundness of the Improvements;
- (b) No Alterations shall be undertaken until MSC shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable governmental authorities.
- (c) Any Alterations shall be performed in good and workmanlike manner and in compliance with all applicable legal requirements and all applicable Insurance Requirements; and
- (d) The City must approve all substantial structural alterations prior to the commencement of work ("substantial" meaning single alterations costing in excess of \$25,000 or alterations that materially affect the functional design or scope of the Improvements).

9.3 **Liens.** MSC shall pay when due all costs for work performed and materials supplied to the Premises whether in the course of maintenance and repair or in the making of additions, alterations or changes to the Improvements or otherwise. MSC shall not suffer or permit any liens to be filed or exist against the Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to MSC or its agent, contractors, subcontractors and subtenants. If any such lien shall at any time be filed, MSC shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If MSC fails to pay and remove or bond such lien, claim or encumbrance within such thirty (30) days, City, at its election, may pay and satisfy the same and in such event the sums so paid by City shall be deemed to be additional rent due and payable by MSC at once without notice or demand as per Section 4.4 hereof. MSC shall otherwise observe and comply with any and all requirements under Georgia Law, and shall indemnify, defend and hold City harmless from any loss, cost, or damage incurred by City as a result of the assertion of any lien claim. **NOTHING HEREIN IS DEEMED TO BE A WAIVER OF THE PROHIBITION AGAINST LIENS UPON PUBLIC PROPERTY.**

9.5 **Right of Access to Dune Crossover.** Attached hereto as Exhibit B is an aerial photograph of the Property. As shown on Exhibit B, immediately adjacent to the northeast corner of the Property is a dune crossover owned and maintained by the City and which provides public access to and from the beach located east of the Property. MSC shall not hinder or prevent the public's pedestrian access or use of the dune crossover and shall permit the public to traverse the Property in order to gain pedestrian access or exit from the dune crossover. There shall be an ADA-Compliant or ADAAA-Compliant, as appropriate, public right of way for pedestrian access to and from the dune crossover, construction of which shall be completed by MSC before MSC receives its Certificate of Occupancy for the Center. Nothing in this Lease is intended to preclude or prevent emergency or rescue vehicle access to the dune crossover in emergency situations.

9.6 **Parking Spaces.** ~~Seven (7) parking spaces are shown on Exhibit A on the western portion of the Property of which four spaces are designated as ADAAA-Compliant. MSC shall construct all seven spaces and at all times pertinent to this Lease, the four ADAAA-Compliant spaces will be available for use by the general public. It is intended that a separate parking agreement will be entered into between the City and MSC for the three other~~

parking spaces to be designated for use by MSC staff during hours of operation. The parking spaces for the structure and employees or agents of the Marine Science Center shall be subject to a memorandum of understanding between the City and the MSC similar to memorandums of understanding as have been agreed to in the past with respect to the existing south end location of the MSC.

#### **ARTICLE X - INDEMNIFICATION AND INSURANCE**

10.1 **Indemnification.** MSC and MSC's permitted assignees and subtenants agree to protect, indemnify, hold harmless, and defend the City, and its elected or appointed officials, agents and employees, successors and assigns (collectively "Indemnitees") (except for any events arising out of the negligence, breach of contract, or willful acts of City, its agents or employees and except with respect to any Pre-Existing Environmental Condition as per Sections 6.3(G) and 8.2(C)) from and against:

(A) any and all loss, cost, damage, liability or expense incurred (including but not limited to actual reasonable attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by the use or occupancy of the Premises or any portion of the Improvements by MSC or the acts or omissions of MSC or its agents, employees, contractors, clients, invitees or subtenants relating to the Premises. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, City's employees or agents or damage to the Premises or any portion of the buildings or improvements located thereon.

(B) any and all Environmental Damages which arise from (i) the Handling of any MSC Hazardous Materials, as defined in Section 6.3 or (ii) the breach of any of the provisions of this Lease. For the purpose of this Lease, "Environmental Damages" shall mean (a) all claims, judgments, damages, penalties, fines, costs, liabilities, and losses, (including, without limitation, diminution in the value of the Premises) (b) all reasonable sums paid for settlement of claims, reasonable actual attorneys' fees, consultants fees and experts fees; and (c) all costs incurred by City in connection with investigation or remediation relating to the Handling of MSC's Hazardous Materials to the extent MSC does not perform all such investigation and remediation as is required by applicable Environmental Laws. To the extent that City is strictly liable under any Environmental Laws as owner, MSC's obligation to City and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on MSC's part with respect to the violation of any Environmental Law which results in liability to the indemnitees. MSC's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Lease.

(C) any and all testing or investigation as may be required by any governmental agency for the purpose of investigating the presence of MSC's Hazardous Materials that may not be in compliance with Environmental Laws.

(D) notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either MSC or City.

Nothing herein shall be construed to infer or imply that MSC is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of the City.

10.2 **Insurance.**

(a) MSC shall maintain or shall cause to be maintained the following insurance coverages:

i. **Commercial General Liability Insurance (Primary and Umbrella).** Commercial liability insurance or equivalent with limits of not less than \$1,000,000 with respect to any injury to any one person; \$1,000,000 with respect to injury or damage to property; and \$3,000,000 general aggregate for bodily injury, personal injury and property damage liability. The deductible or self-insured retention shall not be greater than \$10,000.00. In addition, MSC shall obtain umbrella coverage of \$5,000,000. Coverage extensions shall include the following: premises and operations, subcontractors, cross liability, products and completed operations, broad form property damage, blanket contractual liability, explosion, collapse and underground coverages (XCU), personal injury and errors and omissions. The City is to be named as an additional insured.

~~ii. **Property/Casualty Insurance.** The City of Tybee Island will procure and maintain building coverage to insure the structure while the tenant shall insure its contents and equipment. The cost to the City of insuring the building is presumably less than that to the Tenant. Thus, the Tenant shall pay to the landlord the cost to the landlord of providing the building insurance. Tentant shall maintain insurance coverages in compliance with the insurance specifications contained in exhibit \_\_\_\_\_ attached hereto. Tenant also agrees to maintain a special form property and casualty insurance coverage against loss or damage to its personal property and improvements. Such insurance shall also cover tenants loss of income in an amount sufficient to cover tenant's obligations for expenses of this lease for a period of at least twelve (12) months. Tenant shall deliver to landlord a certificate of insurance at least fifteen (15) days prior to the Commencement Date and a renewal certificate at least fifteen (15) days prior to the expiration of the policy which it covers. Such policies must provide for thirty (30) days prior written notice to landlord in the event of a material change or cancellation of the policy. Such property insurance coverage shall provide for replacement cost valuation. The Tenant shall procure and maintain, at its sole expense, "all risk/special form" property insurance policy providing for in an amount not less than one hundred percent (100%) of the replacement cost covering all buildings and improvements in and upon the Premises, including wind damage. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. The property/casualty insurance policy shall also include a waiver of terrorism exclusion providing, "terrorism coverage has no sublimit and includes both domestic (non-certified) and foreign (certified) acts of terrorism." The terrorism coverage should provide \$5,000,000 per occurrence and in the aggregate. The deductible or self insured retention shall not be greater than \$10,000.00.~~

~~ii.~~  
iii. **Personal Property Insurance.** Property insurance in an amount not less than the full replacement cost of all personal property located therein (minimum \$100,000.00), against direct and indirect loss or damage by fire, vandalism and malicious mischief and other casualties and risks covered under "all risk, special extended coverage endorsement" insurance.

iv. **Flood Insurance.** Flood insurance in the maximum limit of coverage under the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973.

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- v. **Insurance Endorsement.** All policies shall be endorsed (a) to name the City as an additional insured and as a loss payee; and (b) to waive subrogation rights against the City.
- vi. **Insurance Companies.** All insurance shall be carried with companies that are authorized to do business in the State of Georgia and rated not less than A-VIII in Best's Insurance Guide and a Standard and Poor's claims paying ability rating of not less than AA.

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- (b) Applicable policies must be in place on or before the completion of construction, i.e. the issuance of the certificate of substantial completion.
  - i. MSC shall provide the City with a certificate of insurance (or, at the City's option, copies of the applicable policies) as evidence of the limits and coverages described above, which shall be acknowledged and accepted by the City by issuing a notice of acceptance and which shall affirmatively state that:
    - a. The coverage is written on an occurrence form;
    - b. The City is named as an additional insured and loss payee (as applicable); and
    - c. Subrogation is waived.
  - ii. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to the City. MSC shall furnish the City with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. MSC shall require its contractors to comply with this provision.
  - iii. In the event that MSC's insurance, or the insurance required by any other entity under this Lease, is scheduled to expire during the Term of this Lease, MSC or the other entity shall provide the City with copies of renewal certificates thirty (30) days prior to the expiration date of the expiring coverage.
  - iv. The insurance contracts shall require the insurance company to notify the City in the event of a substantial change in coverage during the policy term.
- (c) The City may maintain any other casualty or liability insurance it deems appropriate for its benefit with the City being the sole insured and loss payee.

10.3 **Claims.** In the event of an insurance claim under the insurance policies contemplated by Section 10.2 hereof, MSC will notify the City within sixty (60) days following discovery of the claim by MSC. In addition, MSC will investigate and furnish the City with reports of all accidents, claims and known potential claims for damage or injury and will cooperate with its insurers and those of the City.

10.4 **Restoration in the Event of Casualty.** If any act or occurrence of any kind or nature shall result in damage to or loss or destruction of the Improvements, in whole or in part, the insurance proceeds, if any, made available shall promptly be used for the restoration, reconstruction, and/or repair of the Improvements as nearly as possible to its condition and character immediately prior to such casualty. If such insurance proceeds and other available funds are not sufficient so that restoration, reconstruction, or repair can be undertaken, or is otherwise

determined to be not feasible, such proceeds shall be paid equitably divided between City and MSC, based on formula provided for condemnation in Section 12.2.

10.5 **Waiver of Subrogation.** Each party hereby waives any right of recovery against the other for injury or loss covered by insurance, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by MSC pursuant to this Article X shall contain a clause denying the insurer any right of subrogation against City.

10.6 **Failure to Insure.** If MSC fails to maintain any insurance which MSC is required to maintain pursuant to this Article X, the City may, but shall not be obligated to, upon notice to MSC (said notice may be delivered via facsimile, e-mail, or by hand) promptly procure such policies of insurance, in which case MSC shall reimburse City upon demand for the cost thereof, together with interest thereon at the lesser of the maximum rate permitted by law, if any, or twelve percent (12%) per annum from the date due to the date paid, as additional rent and, in addition, MSC shall be liable to City for any loss or cost resulting from such failure to maintain. MSC may not self-insure against any risks required to be covered by insurance.

#### **ARTICLE XI - DAMAGE OR DESTRUCTION**

11.1 **Continuation of Lease.** This Lease shall not terminate, nor shall there be any abatement of Rent or any other charges to be paid by MSC hereunder, or relief from any other obligations of MSC hereunder as a result of the partial or total destruction of the Premises or the Improvements.

#### **ARTICLE XII - CONDEMNATION**

12.1 **Condemnation.** If the entire Premises or a portion thereof shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "Condemnation"), as to render, in MSC's reasonable judgment, the balance unusable by MSC, this Lease shall terminate with respect to the entire Premises or to such portion, as the case may be, on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier, but in the event that less than the entire Premises is taken by Condemnation, only after written notice from MSC with respect to MSC's intent as to the remainder of the Premises. In the event that this Lease is not terminated as provided above, the Lease shall continue in full force and effect and unmodified as to the remainder of the Premises.

Notwithstanding any provision contained herein, in the event of a partial taking the Improvements shall be rebuilt and restored subject to the determination of feasibility by the City; however, the City shall not exercise its right of eminent domain against the Premises.

12.2 **Apportionment of Award.** If there is a Condemnation, whether whole or partial, the City shall be entitled to receive and retain the entire portion of the award for the value of the land and the portion of the award for the Improvements shall be apportioned between City and MSC. City's portion of the award for the structure and improvements shall be the amount of the total award multiplied by a fraction of which the numerator is the total SPLOST funds expended and the denominator being the total costs of construction. MSC's portion of the award for the structure and improvements shall be the amount of the total award multiplied by a fraction of which the numerator is the total funds expended for construction less the total SPLOST funds and the denominator being the total costs of construction. In the event of Condemnation, City shall be the sole representative in seeking the award from the condemning authority and shall have full authority regarding settlement of the entire claim.

City and MSC shall use any award from a whole taking for the construction of a new marine science center subject to the determination of feasibility by the City.

**ARTICLE XIII – NO LEASEHOLD MORTGAGES**

13.1 **No Right to Mortgage Leasehold.** MSC shall have no right to mortgage its leasehold interest in the Premises to any entity whatsoever.

**ARTICLE XIV - ASSIGNMENT AND SUBLETTING**

14.1 **Restriction on Assignment.** MSC shall not, without the prior written consent of City, either voluntarily or by operation of law, assign, or otherwise transfer this Lease or any interest herein, nor sublet or encumber all or any portion of the Premises. Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against City, and City shall have no duty to recognize any person claiming under or through the same. Any assignment, subletting or other action in violation of the foregoing shall be void and, at City's option, shall constitute a material breach of this Lease. Nothing herein is intended to prevent or preclude MSC from allowing third parties to use a portion or all of the Premises for properly permitted special events and said use shall not constitute a transfer of an interest in this Lease or a “sublet” or “subletting” of the Premises under this Article XIV.

14.2 **Prohibited Transfers.** MSC agrees that it will not, (1) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises and Improvements, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises or Improvements or the occupancy or use thereof, without first obtaining the City's express written consent thereto.

14.3 **City's Consent; Standards.** The City shall be free to withhold its consent to any assignment or sublease of all of the Premises and Improvements in the City's sole and absolute discretion.

14.4 **Non-Waiver.** The consent by City to any assignment or subletting shall not relieve MSC or any person claiming through or by MSC, of the obligation to obtain the consent of City, pursuant to this Article XIV, to any further assignment or subletting.

**ARTICLE XV - DEFAULT AND REMEDIES**

15.1 **Events of Default By MSC.** An Event of Default shall, at City's option, be deemed to have occurred hereunder following the expiration of all applicable notice and cure periods, if:

- (A) The failure by MSC to pay Base Rent or make any other payment required to be made by MSC hereunder as and when due and the continuation of such failure for Thirty (30) days following written notice from City.
- (B) A third violation of Section 1.8 by conducting events not within the described Permitted Uses without permission of the City Council.
- (C) The making by MSC of an assignment of this Lease or any sublease of all or part of the Premises except as expressly permitted under Article XIV of this Lease.



(D) A notice of intent to cancel insurance coverage by an insurer that is not cured within fifteen (15) days of written notice from City (provided that MSC shall have up to thirty (30) days if the insurance shall remain in effect for such thirty (30) day period).

(E) The cancellation, lapse or failure to obtain the insurance coverage required in Section 10.2, if not cured within five (5) days of written notice from City.

(F) The making by MSC of any general assignment for the benefit of creditors or the filing by or against MSC of a petition under any federal or state bankruptcy or insolvency laws (unless in the case of a petition filed against MSC the same is dismissed within sixty (60) days after filing) the appointment of a trustee or receiver to take possession of substantially all of MSC's assets at the Premises or MSC's interest in this Lease or the Premises when possession is not restored within sixty (60) days; or the attachment, execution or other seizure of substantially all of such assets located at the Premises or MSC's interest in this Lease or the Premises if such seizure is not discharged within sixty (60) days.

15.2 **City's Right To Terminate Upon MSC Default.** Upon any Event of Default by MSC (after applicable notice and cure periods, as provided in Section 15.1 above), the City shall have the right without further notice or demand to MSC except as provided in Section 15.1 (MSC hereby irrevocably waiving all notices and demands except as provided in Section 15.1), statutory or otherwise, to terminate this Lease and MSC's right to possession of the Premises without terminating MSC's liabilities under this Lease.

15.3 **City's Additional Remedies.** Upon any Event of Default of this Lease by MSC, whether or not City elects to terminate this Lease as provided in Section 15.2 above, the City may at any time enforce all of its rights and remedies under this Lease, at law or in equity.

15.4 **Right of City to Perform.** All covenants and agreements to be performed by MSC under this Lease shall be performed by MSC at MSC's sole cost and expense. If MSC shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, City, upon advance written notice to MSC and reasonable opportunity to cure may, but shall not be obligated to, make any payment on MSC's behalf without waiving or releasing MSC of its obligations under this Lease. Any sums so paid by City and all necessary incidental out-of-pocket costs, together with interest thereon at the lesser of the maximum rate permitted by law if any or twelve percent (12%) per annum, from the date of such payment shall be payable to City as additional rent on demand and City shall have the same rights and remedies in the event of nonpayment as in the case of an Event of Default by MSC in the payment of Rent.

15.5 **Non-Waiver.** Nothing in this article shall be deemed to affect City's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. No acceptance by City of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such installment or pursue any other remedy in the Lease provided.

15.6 **Cumulative Remedies.** The specific remedies to which City may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by MSC of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate MSC's right of possession of the Premises and City shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of

the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or Provisions.

15.7 **Default by City.** City's failure to perform or observe any of its obligations under this Lease shall constitute a default by City under this Lease only if such failure shall continue for a period of sixty (60) days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after City receives written notice from MSC specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If City shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), MSC may pursue any remedies available to it under the law and this Lease.

15.8 **Force Majeure.** No default in the performance of the terms, covenants or conditions of this Lease on the part of MSC or the City (other than in the payment of any Rent) shall be deemed to continue if and so long as the City or MSC, as the case may be, shall be delayed in or prevented from remedying the same due to Force Majeure; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of the City or MSC, as the case may be, without further delay, to commence the correction of such default or to continue and complete the correction thereof.

#### **ARTICLE XVI - ATTORNEYS FEES; COSTS OF SUIT**

16.1 **Attorneys' Fees.** If either City or MSC shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its reasonable attorneys' fees. In addition, MSC shall reimburse City, upon demand, for all reasonable attorneys' fees incurred in collecting Rent or otherwise seeking enforcement against MSC, its sublessees and assigns, of MSC's obligations under this Lease.

#### **ARTICLE XVII - QUIET ENJOYMENT**

17.1 Provided that MSC performs all of its obligations hereunder, MSC shall have and peaceably enjoy the Premises during the Lease Term, subject to all of the terms and conditions contained in this Lease.

#### **ARTICLE XVIII- HOLDOVER TENANCY**

18.1 **Holdover Tenancy.** If MSC holds possession of the Premises after the expiration or termination of the Lease Term, by lapse of time or otherwise, MSC shall become a tenant at sufferance upon all of the terms contained herein except as to Lease Term. Without limiting the foregoing, MSC hereby agrees to indemnify, defend and hold harmless the City, and its agents contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including, without limitation court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the expiration or termination of the Lease Term.

#### **ARTICLE XIX - NOTICES**

19.1 **Notices.** All notices, demands and requests which are required to be given by the City or MSC shall be in writing and shall be served in one of the following ways: (i) by personal service on the recipient; (ii) by mailing

the same by registered or certified mail, postage prepaid; (iii) by overnight courier, addressed to the City at the address for City set forth in Section 1.5 above and to MSC at the address for MSC set forth in Section 1.7 above, unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail or by overnight courier prior to the time when such notice is given; or (iv) by email with an additional copy of the notice, demand or request also be given by the method described in Section 19.1(i), (ii), or (iii) herein. Any notice, including under Article XIII, shall be deemed to have been given and served when actually received or receipt is refused as evidenced by written verification.

#### **ARTICLE XX - MISCELLANEOUS**

20.1 **Amendments.** This Lease may be amended by mutual agreement of the City and MSC, provided that all amendments must be in writing and signed by both parties.

20.2 **Successors.** Except as expressly provided herein, this Lease and the obligations of City and MSC contained herein shall bind and benefit the successors and assigns of the parties hereto.

20.3 **Memorandum of Lease.** The City and MSC shall upon request of the other execute a recordable Memorandum of Lease.

20.4 **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

20.5 **Severability.** In the event any provision of this Lease is found to be unenforceable the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

20.6 **Captions.** All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

20.7 **Interpretation.** MSC acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against City or MSC but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

20.8 **Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.

20.9 **Merger.** The Parties agree that the terms stated herein are the only consideration for each to sign the Lease, and no other promise of any kind has been made by any person or entity to cause either to sign. This Lease replaces any and all prior leases, agreements, or understandings between the parties as concerns the Lease of the Premises.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease as of the date first above written.

**CITY:**

Page 17

Sworn to and subscribed before me  
this \_\_day of \_\_\_\_\_, 2019.

CITY OF TYBEE ISLAND, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest: \_\_\_\_\_  
Janet LeViner, City Clerk

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward M. Hughes, City Attorney

[SIGNATURES CONTINUED]

**MSC:**

Sworn to and subscribed before me  
this \_\_day of \_\_\_\_\_, 2019.

TYBEE ISLAND MARINE SCIENCE  
FOUNDATION, INC., a Georgia Non-Profit  
Corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary

SEAL

**EXHIBIT "A"**

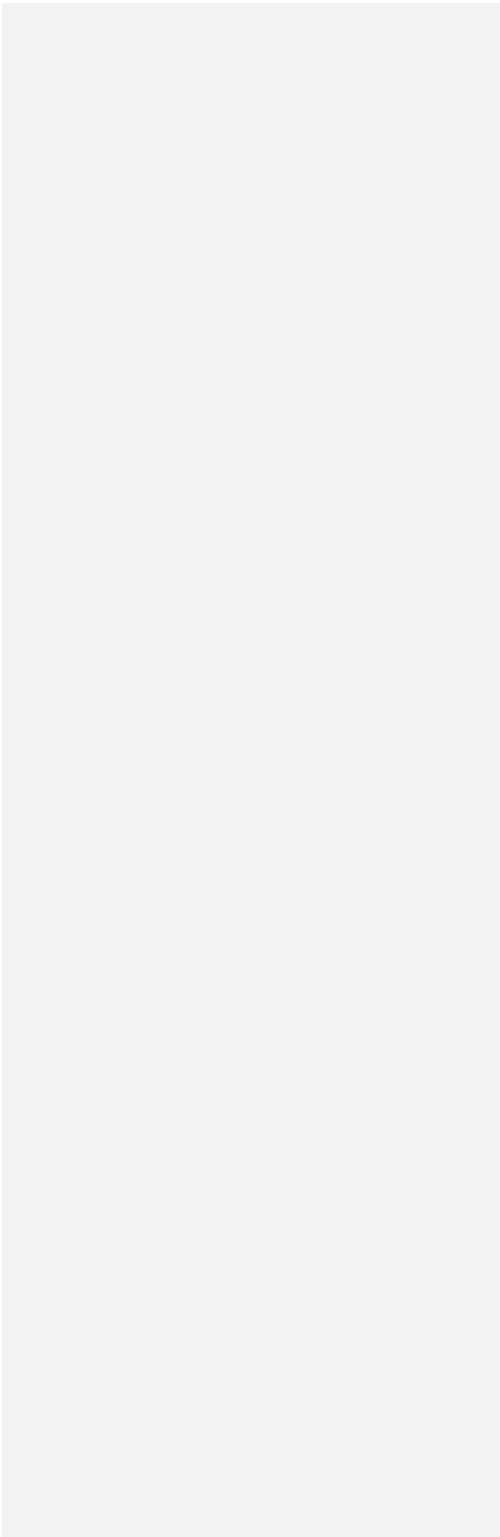
**LEGAL DESCRIPTION OF PREMISES**

SAID LOT BEING SHOWN AS LOT 2367 ON THAT RECOMBINATION PLAT OF PORTIONS LOTS 6 & 7, BLOCK 8, A PORTION OF LOT 2 & ALL OF LOT 3, BLOCK 9 AND PORTIONS OF WRENWOOD AVENUE & THE FORMER UNITED STATES COAST GUARD PROPERTY, FORT SCREVEN WARD, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA, PREPARED BY BERT BARRETT, JR., GRLS NO. 2225, BERT BARRETT, JR. LAND SURVEYING, P.C., DATED JANUARY 22, 2014 AND RECORDED IN SUBDIVISION MAP BOOK \_\_\_\_- , PAGE \_\_\_\_\_, OF THE RECORDS OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY.

And

PARCEL 2B / LIMWOOD DRIVE

572-572-22849-lease



**Item Attachment Documents:**

- 2 Agreement with Makel, City of Tybee Island and Marine Science Center

STATE OF GEORGIA        )  
COUNTY OF CHATHAM    )

**AGREEMENT**

THIS AGREEMENT (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and among the CITY OF TYBEE ISLAND, GEORGIA (hereinafter the "City") and LIMWOOD DRIVE, LLC, a Georgia limited liability company (hereinafter “Limewood”), and the Tybee Island Marine Science Center Foundation, Inc. (hereinafter “MSC”).

WHEREAS, Limewood owns real property within the City of Tybee Island and more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Property”), which Property abuts the Tybee Island Marine Science Center facility (hereinafter “MSC”) which is under construction as of the date of this Agreement; and

WHEREAS, Limewood has agreed to permit the City to lease the Property exclusively for use by MSC for purposes of outdoor display of exhibits and/or recreational items; and

WHEREAS, contemporaneously with the execution of this Agreement, the City is granting MSC a lease (hereinafter the “MSC Lease”) of separate real property, adjacent to the Property, owned by the City, and occupied by the newly constructed MSC building (hereinafter the “MSC Property”); and

WHEREAS, it is the intention hereof that the Property will be leased by Limewood to the City exclusively for the exclusive use and benefit of MSC in connection with the MSC Lease.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Use of Property; Termination. Limewood, the City, and MSC agree that the Property may be used exclusively by MSC for creating and displaying outdoor exhibit displays and/or recreational items and for no other purpose whatsoever, unless the City first obtains the prior written consent of Limewood, which consent may be granted or withheld in the sole and absolute discretion of Limewood. MSC agrees to obtain and maintain all permits and approvals required for its use, and otherwise to operate in compliance with all applicable laws. Notwithstanding anything stated in this Agreement to the contrary, in the event that the MSC Lease expires or is terminated for



any reason or in the event that MSC fails to occupy the MSC Property, this Agreement shall automatically terminate contemporaneously therewith unless Limewood agrees otherwise in writing.

2. Improvement of Property. Limewood hereby authorizes the City or MSC to construct and locate on the Property such recreational and outdoor displays as consistent with the purposes of the MSC and the financing through bonds of the Chatham County Recreational Authority and the MSC's agreement with the City of Tybee Island; provided, however, that (i) all such recreational and/or outdoor displays shall not be permanently affixed to the Property without the prior written consent of Limewood, which may be granted or withheld in Limewood's sole and absolute discretion (ii) upon the expiration or termination of this Agreement, MSC will cause such recreational and/or outdoor displays to be removed at its expense and shall repair any damage to the Property caused thereby, (iii) neither the City nor MSC shall cause or permit any liens to be placed on the Property, and (iv) during the term of this Agreement MSC, at its sole cost and expense, shall maintain and repair such recreational and outdoor displays.
3. Independent Relationship. The relationship between the City, MSC, and Limewood shall be that of independent/individual/entities and neither Limewood nor MSC nor any agent or employee of either shall be considered or deemed an employee, representative or agent of the City for any purpose whatsoever and neither shall the City, its employees, agents, officers or elected officials be considered to be agents, employees or representatives of Limewood or MSC for any purpose whatsoever. Neither Limewood nor MSC nor its membership, volunteers or employees are entitled to receive from the City any insurance coverage, workers compensation benefits, pensions, profit sharing, paid vacation, sick leave, disability or other benefits which might normally be provided by the City to its officers and employees.
4. Grant of Leasehold. Limewood hereby rents and leases the Property unto the City for the exclusive use of MSC for an annual rental fee payable on the first day of this

Agreement, and for every year hereinafter, in the amount of Ten Dollars (\$10.00) for each year, payable on or before the first (1<sup>st</sup>) day of each year, representing good and adequate consideration for the mutual covenants and agreements contained herein delivered by each of the parties here to the other, the receipt and sufficiency of which are hereby acknowledged. Notwithstanding anything stated herein to the contrary, in the event that the City fails to pay when due rent as required hereunder, Limewood may terminate this Agreement upon written notice to the City and MSC.

5. Assignment and Subleasing. The City may not assign or sublease any portion of the property described herein nor sign any of its rights or interests in any of the property or this agreement without the prior written consent of Limewood, which consent may be granted or withheld in the sole discretion of Limewood except, however, Limewood expressly consents to the MSC Lease in the form attached hereto as Exhibit "B".
6. Utilities and Taxes. MSC shall pay promptly when due all Real Property Taxes relating to the premises; provided however Limewood shall provide MSC with a copy of all notices with respect to payment of Real Property (whether by tax rate or valuation increases) promptly after receipt of such notice or alternatively may direct such notices to be sent to MSC directly. Limewood authorizes MSC to contest Real Property Taxes and agrees, upon request of MSC, to execute appropriate authorization documents to allow MSC to contest Real Property Taxes. MSC shall also pay all utilities used or consumed in connection with the Property, and/or MSC, directly to the respective utility providers as and when the same become due and payable. In the event that MSC fails to pay when due any taxes or utilities required hereunder, Limewood may provide notice of default under paragraph 10 hereof.
7. Indemnification. The MSC shall indemnify, protect, save and hold harmless Limewood from and against any and all claims, demands, judgments, set-offs, losses, damages, liabilities, awards, fines, and expenses including, without limitation, the concurrent negligence of MSC, its successors in title, and assigns, the contributory negligence of any party indemnified herein and any third party and any attorney's fees, expenses, or other costs associated with or incurred, based on or in any manner relating to the subject matter of this agreement, the MSC Lease attached as Exhibit "B", or the

use of any Property hereunder, including, but not limited to, injury to person or property, actual damages, consequential damages, punitive damages, losses, set-offs, warranty claims, products liability claims, conversion claims, nuisance claims; provided, however, that nothing contained in this provision shall be interpreted to indemnify or hold harmless any indemnified party against liability for damages arising out of bodily injury to person or damage to property caused by or resulting from the gross negligence or willful misconduct of such indemnified party. Without limiting the foregoing indemnity, the MSC shall indemnify Limewood for all defense costs, including reasonable attorney's fees, judgments, and amounts paid in settlement.

8. Insurance by City. The City agrees that it will, at all times maintain membership for coverage purposes in the Georgia Interlocal Risk Management Program or a similar program or secure insurance coverage for its property and liability purposes.

9. Insurance by MSC. MSC agrees that it shall at all times during the term hereof, at its own expense, and in the name of and for the protection of itself, Limewood, and the City, keep policies of insurance as follows:

(a) All equipment and temporary or permanent improvements located on the premises shall be fully insured against loss by fire, lightning, windstorm, flood and other casualties;

(b) Public liability insurance from an insurance company licensed to do business in Georgia and acceptable to Limewood and the City indemnifying the parties described above against loss or damage occasioned by any incident or casualty occurring in, upon or about the Property or the sidewalks, alleys or other property adjacent thereto or for any incident or casualty occurring or arising from or by reason of or in connection with activities conducted by MSC and/or the City under this Agreement or otherwise on or in connection with the Property. Such policy or policies shall provide at least the following limits of coverage: \$1,000,000.00 with respect to any injury to any one person; \$3,000,000.00 with respect to injury resulting from any one occurrence giving rise to liability; \$1,000,000.00 with respect to any injury or damage to property.

(c) All insurance policies required pursuant to this agreement shall contain an express waiver of any rights of subrogation by the insurer against the City and Limewood.

(d) Prior to or upon execution of this Lease, MSC shall provide Limewood and the City with a certificate of insurance naming Limewood and the City as additional insured parties and providing that such insurance may not be modified or cancelled without at least thirty (30) days prior notice to Limewood and the City.

10. Default. In the event that the City or MSC fails to comply with any obligation hereunder, within thirty (30) days after receipt of written notice from Limewood, Limewood may terminate this Agreement upon written notice to the City and MSC.

11. Term. The parties contemplate that the term of this agreement will be for a period of fifteen (15) years, unless terminated as provided herein or otherwise modified or extended by written agreement signed by all parties consistently with the provisions of Section 3.2 Renewal Term of Exhibit B hereto, the City and/or MSC shall have the right to extend the term of this Agreement for three (3) additional periods of five (5) years each (each five (5) year term hereinafter called a “Renewal Term” and collectively called “The Renewal Terms”) by delivering written notice for such renewal to the City at least ninety (90) days, but not more than three hundred sixty (360) days, before the Initial Term or the applicable Renewal Term expires. If MSC exercises the foregoing rights to extend the term of this Lease for one or more Renewal Terms, all terms and provisions of this Lease (other than the Renewal Term) shall remain in full force and effect, except that the Expiration Date shall be the last day of the last month of the fifth (5<sup>th</sup>) year after the expiration of the initial Term or the previous Renewal Term, as applicable. In the event there exists an Event of Default at the time of renewal, at the option of the City and/or Limewood Drive, LLC, the foregoing right or ability of MSC to extend the term shall be terminated and non-exercisable by MSC.

12. Notice. Notices hereunder, when directed to the City, shall be addressed as follows:

City Manager  
City of Tybee Island  
P.O. Box 2749  
403 Butler Avenue  
Tybee Island, GA 31328-2749

Commented [CE1]:

Commented [CE2R1]:

Commented [CE3R1]:

Commented [CE4R1]:

Commented [CE5R1]:

and when directed to the Marine Science Center, shall be addressed as follows:

Tybee Island Marine Science Center  
Attn: Director  
P.O. Box 1879  
1510 Strand Avenue  
Tybee Island, GA 31328

and when directed to Limewood, shall be addressed as follows:

Limewood Drive, LLC  
Attn: Martha Makel  
P.O. Box 2402  
Tybee Island, GA 31328

In addition to and notwithstanding anything stated herein to the contrary, the City and MSC each agree to provide Limewood with a copy of any notice sent or received under the MSC Lease.

- 13. Entire Agreement. This Agreement contained herein shall represent the entire agreement made between the parties and it is understood and agreed that no subsequent alteration, amendment, change, addition, or modification to this Agreement shall be binding upon the City or Limewood unless reduced to writing by them and by direct reference made thereby and made a part hereof.

IN WITNESS WHEREOF, the City, MSC, and Limewood have hereunto set their hands and seals, and have caused this Agreement to be executed, all on the day and year first written above.

CITY OF TYBEE ISLAND, GEORGIA

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Shirley Sessions, Mayor

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Janet LeViner, City Clerk

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward M. Hughes, City Attorney

TYBEE ISLAND MARINE SCIENCE  
CENTER FOUNDATION, INC.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
Notary Public

LIMEWOOD DRIVE OWNER, LLC

Sworn to and subscribed before me,  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Martha Makel  
Its: Manager

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

Property

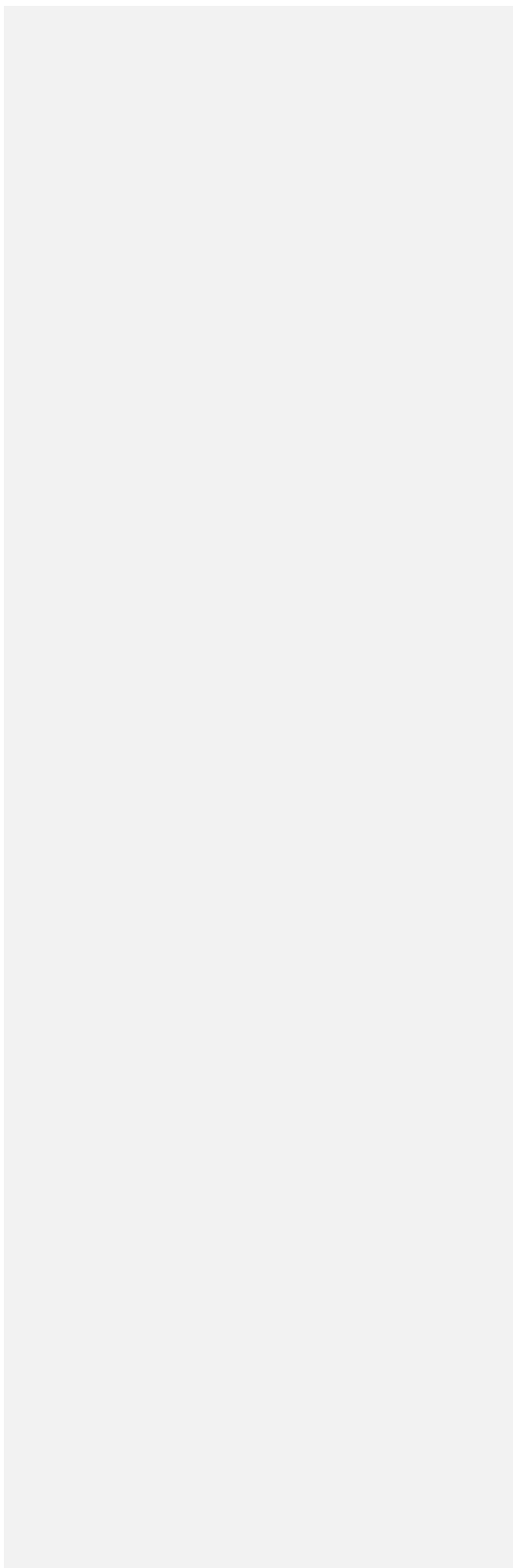
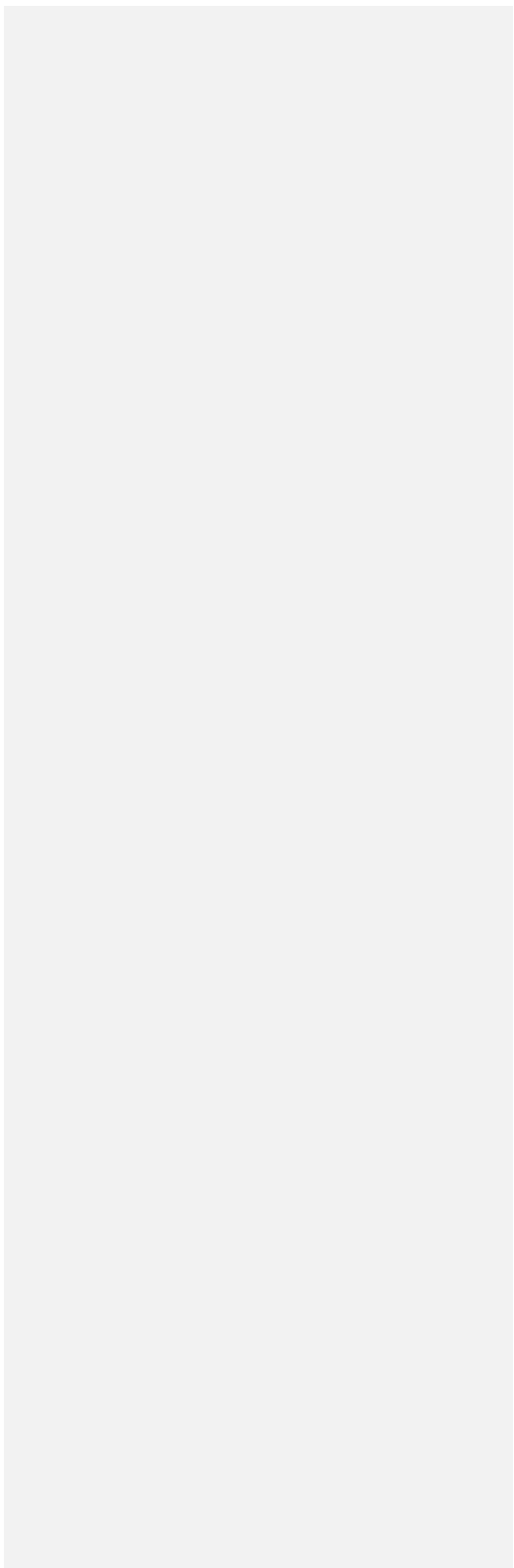


EXHIBIT "B"

Lease





**Item Attachment Documents:**

- 3 Resolution 2020-02 for Plat approval: Makel and Marine Science Center

**RESOLUTION 02-2020**  
**AUTHORIZING THE RECORDING OF A PLAT INVOLVING PARCELS OF**  
**REAL ESTATE WHICH INCLUDE FORMER CITY UNOPENED RIGHT OF**  
**WAY SO AS TO REFLECT A PORTION OF SUCH RIGHT OF WAY AS A**  
**SEPARATE PARCEL**

**WHEREAS**, the City had previously conveyed unopened Limewood Drive right-of-way to William C. Fleetwood by deed dated May 15, 1974 which is now owned by Dave and Martha Makel (hereinafter the Makels), who acquired ownership along with property identified as 41 Meddin Drive, now identified with additional property and known and identified collectively as tax parcel 4-0001-03 -009; and

**WHEREAS**, the Makels have agreed to convey the real property described on Exhibit A hereto, including the former City right-of-way to Limewood Drive and to lease such separate parcel to the City and the Tybee Island Marine Science Center (“MSC”) exclusively for the purposes of outdoor displays of exhibits and recreational items by the Marine Science Center. To ensure that the City may lease the property as a distinct parcel, it should be identified and deemed to exist for purposes of such lease and an appropriate plat reflecting the former unopened right-of-way of Limewood Drive identified as parcel “2B” thereon has been prepared and is attached as Exhibit A hereto; and

**WHEREAS**, the Tybee MSC is leasing abutting property from the City and desires use of the parcel identified below and on the attached plat as parcel 2B subject to the terms hereof and the terms of such leases; and

**WHEREAS**, the parcel identified on the plat attached as Parcel 2B is not suitable for development as residential property nor as a separate buildable lot or parcel; and

**WHEREAS**, the City desires that the attached plat be recorded for the sole purpose of creating a separate legal parcel for lease to the City and MSC identifying the property for purposes of the lease thereof to the City by Limewood Drive.; and

**NOW THEREFORE**, it is hereby resolved by the Mayor and Council in open meeting, duly assembled, that the Mayor and Director of Planning & Zoning are hereby authorized to sign the plat attached hereto as Exhibit A and the Clerk is authorized to attest the signatures as appropriate in order that the plat may be recorded to establish parcel 2B as a separate parcel and that the lease referred to herein from Limewood Drive, LLC to the City for the purpose of the use by the MSC may be entered and that during the term of such lease, parcel 2B shall be recognized as a separate parcel for this purpose and not as a part of any adjoining parcel all until the termination of the lease. At the conclusion of the lease or the termination thereof, subject to its provisions, the property shall revert to its former status as previously existed and will continue to be a non-buildable parcel which may be recombined with adjoining property. In the event the lease is terminated or terminates and such reversion is to occur, notice thereof may be recorded by an affidavit of Limewood Drive, LLC or by Dave and Martha Makel or by the Tybee Island Marine

Science Center Foundation and/or the City of Tybee Island. It may be filed and reference this resolution and the plat attached hereto as recorded thereon to reflect the termination of the lease and the reversion of the property to its prior status.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Shirley Sessions, Mayor

Attest: \_\_\_\_\_  
Jan LeViner, Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward M. Hughes  
City Attorney

**DAVID & MARTHA MAKEL**  
 PREPARED FOR:  
**TAX PARCEL 4-0001-03-009, FORMERLY BEING LOTS 5-7, BLOCK 9;  
 LOT 7, BLOCK 19; LOTS 3-8, BLOCK 20; AND UNOPENED PORTIONS  
 OF TAYLOR STREET AND LIMWOOD DRIVE**  
 FORT SCREVEN WARD, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PROJECT #	190715
FIELD DATE	8/23/2019
LAST REVISION	8/29/2019
DRAWN BY	JLB
CHECKED BY	JLB
SHEET	1 OF 1

APPROVED FOR RECORDING BY THE MAYOR OF TYBEE ISLAND

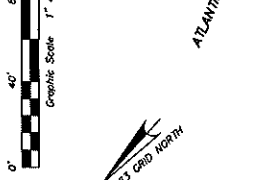
APPROVED FOR RECORDING BY THE TYBEE ISLAND PLANNING DIRECTOR

PLANNING DIRECTOR

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAN ARE HEREBY DEDICATED FOR THE USE INTENDED

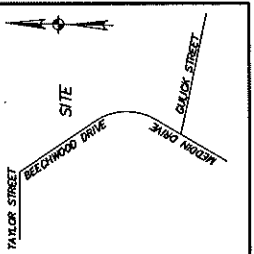
DAVID MAKEL, OWNER

MARTHA MAKEL, OWNER



IRON ROD FOUND  
 IRON ROD SET  
 CONCRETE MONUMENT FOUND

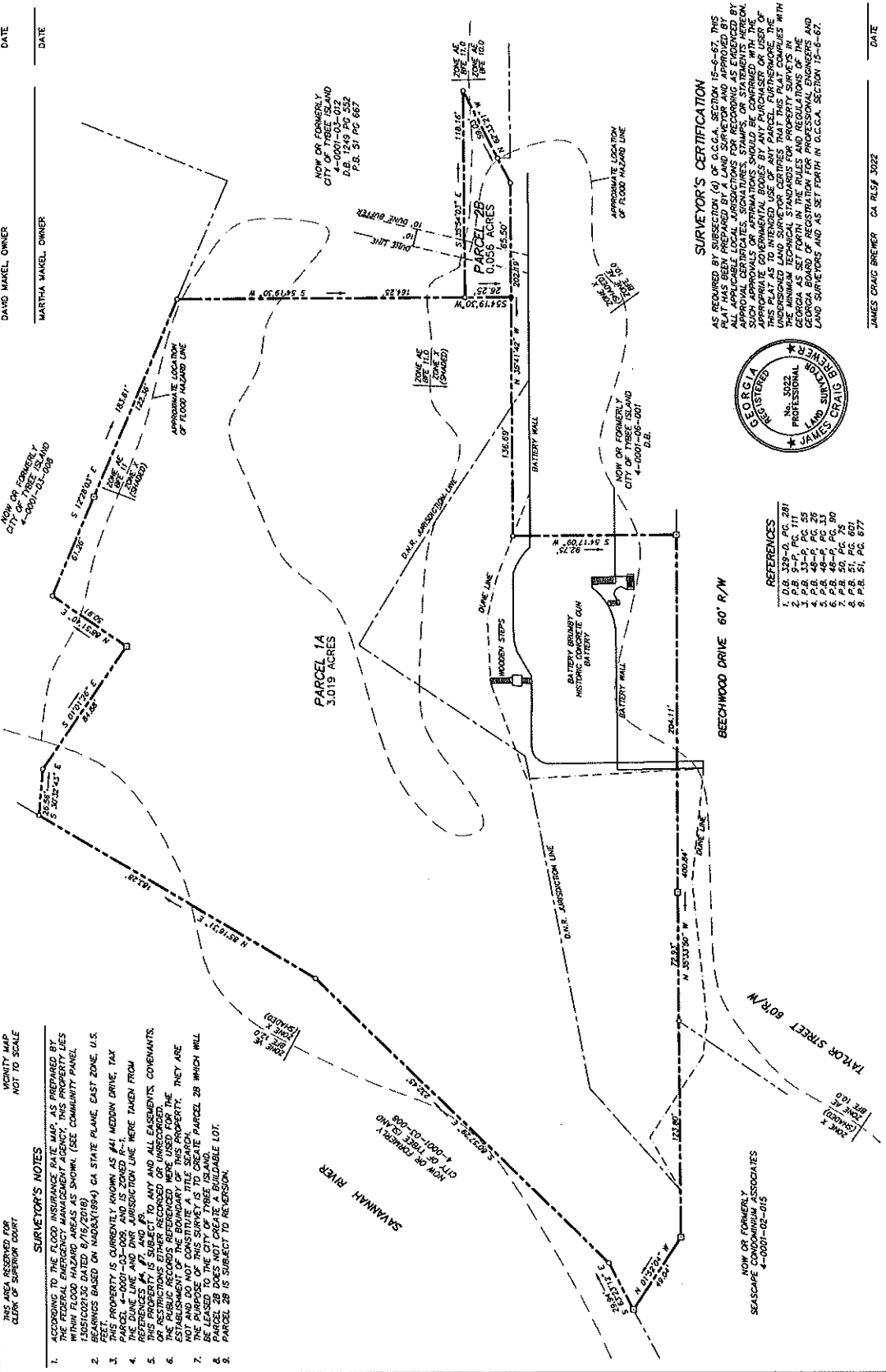
EQUIPMENT USED: TOTAL STATION  
 ADJUSTED BY: COMPASS RULE  
 PLAT E.O.C.: 1/200,000+  
 FIELD E.O.C.: 1/32,110



**THIS AREA RESERVED FOR CLERK OF SUPERIOR COURT**

**SURVEYOR'S NOTES**

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN FLOOD HAZARD AREAS AS SHOWN. (SEE COMMUNITY PANEL 1503100219 DATED 8/16/2018)
2. THIS PROPERTY IS CURRENTLY KNOWN AS #41 MEDION DRIVE, TAX PARCEL 4-0001-03-009, IS ZONED R-1 (SINGLE-FAMILY RESIDENTIAL) AND IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS THEREIN.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, REFERENCES TO PLATS, AND P.B.
4. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT PURPORTED TO BE SURVEYS AS TO CREATE PARCEL 28 WHICH WILL BE LEASED TO THE CITY OF TYBEE ISLAND.
5. PARCEL 28 DOES NOT CREATE A BUILDABLE LOT.
6. PARCEL 28 IS SUBJECT TO REVERSION.



**SURVEYOR'S CERTIFICATION**

AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-6-67, THIS SURVEYOR CERTIFIES THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LOCAL ORDINANCES FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CHATHAM COUNTY APPLICABLE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS SURVEY COMPLIES WITH THE RULES AND REGULATIONS OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



- REFERENCES**
1. D.B. 328-0, P.C. 281
  2. P.B. 5-P, P.C. 111
  3. P.B. 48-P, P.C. 26
  4. P.B. 48-P, P.C. 33
  5. P.B. 48-P, P.C. 80
  6. P.B. 51, P.C. 60
  7. P.B. 51, P.C. 67

NOW OR FORMERLY  
 SEASCAPE CONDOMINIUM ASSOCIATES  
 4-0001-02-015

JAMES CRAIG BREWER CA RLSF 3022

**Item Attachment Documents:**

- 4 Agreement for First Chatham as to Landlord Release for Marine Science Center

CITY OF TYBEE ISLAND LANDLORD RELEASE AND CONSENT

WHEREAS, the City of Tybee (City) Island is the owner of improved property located on the North end of the island as more fully described in the exhibit attached hereto, and,

WHEREAS, City is leasing the building and site to the Tybee Island Marine Science Center Foundation (MSC) pursuant to a Lease Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020; and

WHEREAS, First Chatham Bank (Lender) has or intends to make loans to MSC for operating purposes; and

WHEREAS, the City acknowledges notice of Lender's security interest and consents to assignments of the MSC's interest in the personal property and items belonging to MSC (Collateral). If MSC defaults under the loan or the lease, lender may reassign rights in the personal property of the MSC and may exercise its rights with respect to the Collateral consisting of the personal property and items of the MSC (Collateral) located in and around the leased building.

The City and MSC grant to Lender the right to enter upon the premises for the purpose of removing Collateral from the premises or conducting sales of the Collateral on the premises, however, neither Lender or MSC shall cause damage

City consents to the Lender's security interest in the Collateral and disclaims all interest, liens and claims which the City now has or hereinafter acquire in the Collateral.

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020; It is given under seal and it is intended that this agreement is and shall constitute and have the effect of a sealed instrument according to law.

SIGNATURE PAGE TO FOLLOW

Marine Science Center Foundation  
(MSC/Borrower)

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Tybee Island  
(City)

By: \_\_\_\_\_

Its: \_\_\_\_\_

First Chatham Bank  
(Lender)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Item Attachment Documents:**

- 5 Diesel Bypass Pumps RFP Contract recommending the pumps be purchased from Goforth Williamson



**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #1**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. We were wondering if the bid shouldn't be 2 bids, one for the purchase of the pumps, the other for a civil contractor to install the pumps. Would the city consider splitting this up?

**Yes. The proposal can be presented in the following ways:**

- a. Proposal for the purchase of pumps only.
- b. Proposal for the installation of pumps only.
- c. Or a proposal for both the purchase and installation of pumps.

**See attachment #1. (If proposal is for purchase of pumps only, the total must include the cost of delivery to Tybee Island.)**

2. Are there plans and drawing of the sites?

**Yes. See attachment #2a and b.**

3. Would it be possible to perform a site visit before the bid date?

**Yes. The vendor may perform a site visit themselves. See attached map and addresses of pump sites (Attachment #s 3-4).**

4. Is it the Bidders responsibility to construct/install the concrete platforms for the pumps?

- a. If the proposal is just for the supply of the pumps only, then no.
- b. If the proposal includes the installation of the pumps, then yes. The contractor will be responsible for installation of pumps, piping, concrete pedestals, etc.

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #2**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. Requirement dictate that you provide handrails which require a minimum of 3' clearance around the unit to have access to the inside. A 5' to 6' elevated stand will have steps 6' to 8' extension. Is there space? Do you want that? **Yes. We want elevated stands, with the required steps.**
2. Should we acquire predesigned elevated stands from a manufacturer for each application.? Do you want the contractor to build anything they want? **Yes, contractor is to build the elevated stands.**
3. Will there be a Pre-Bid Meeting to discuss the Project? **No.**
4. What about the GPM requirements. **1000 GPM**
5. Will there be any electrical notes or details? **There are no electrical notes or details.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #3**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

Question: In the specifications and requirements section, item 15 states capable of at least 1000 gpm. Do you mean for both the 6' and 4" pumps? It would be helpful to know what head requirement so that we know we are quoting the correct pump for the application.

Answer: See table below

				FEASIBILITY OF USING PUMPS		
	REQUIRED ELEVATION	LS ELEVATION	LS DEPTHS	SUCTION HEAD		FEET TO BE RAISED
LS1	12.5	9.3	18	21.2	YES	3.2
LS2	11.25	8	13	16.25	YES	3.25
LS3	11.25	6	13	18.25	YES	5.25
LS4	11.25	7.3	17	20.95	YES	3.95
LS5	11.25	7	13.6	17.85	YES	4.25
LS6	13.75	10.3	18	22	YES	4
LS7	11.25	8.4	16.6	19.45	YES	2.85
LS8	12.5	6.9	13.6	19.2	YES	5.6
LS9	11.25	7.5	15	18.75	YES	3.75
LS10	11.25	9.1	18.6	20.75	YES	2.15
LS11	NA	7.4	20	27.4	YES	
LS12	11.25	5.9	12.6	17.95	YES	5.35

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #4**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. When is the award date for the *City of Tybee Island RFP No. 2019-749*? **The request for award will be included in the City Council agenda on February 13, 2020.**
  
2. If the City of Tybee Island awards to both pump purchase only and installation only proposers, when is the City of Tybee Island’s firm delivery deadline for receipt of the (12) pumps by the pump purchase only proposer? **Pumps will need to be delivered no later than April 30, leaving time for the installation to be completed by May 31, 2020.**
  
3. How will the City of Tybee be addressing the *Payment/Performance Bonds*? If we submit a proposal for the purchase of pumps only, are the *Payment/Performance Bonds* required? If they are required, then we are assuming the *Payment/Performance Bonds* will only be based on the purchase amount that we submit. Please confirm. **Payment and Performance Bonds will only be applicable to the contract for installation of the pumps. They will not be required for the purchase of pumps only.**
  
4. If the City awards to both a pump purchase proposer and an installation proposer, will the City take ownership of the pumps from the pump purchase proposer upon delivery to the City of Tybee Island? Please confirm. **The City will take ownership of the pumps upon delivery. They will be delivered to, and stored at, the Wastewater Treatment Plant (923 Bay St, Tybee Island, GA).**
  
5. If the City awards to both a pump purchase proposer and an installation proposer, can the language pertaining to retainage be waived as stated in *Section 2.29 Method of Compensation on Page 13, Paragraphs 1, 2, 3 and 4* for the pump purchase proposer? Please confirm. **Yes, if the City contracts with a vendor for pumps only, the City will pay the purchase price in full, with no retainage.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #5**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers in red.

- Addendum 1 provided another bid form. If we bid “turn-key” shall we add another column for the total. **No. Just put both totals at the bottom of each column.**
- The ITB provides specific elevation requirements for each installation. Is there or will there be a TBM provided at each site? **Contractor shall verify elevations of site.**
- Who is to provide fuel for each pump? If the contractor, how much for each pump? **Contractor shall provide necessary fuel for start-up operations plus will provide a full tank of fuel (assume 55 gallon tank).**
- The plans issued with Addendum 1 provide pipe size, but:
  - What type of pipe for suction & discharge? PVC, SS, DIP **Protecto 401 DI or 304SS**
    - With what type of joints? **Protecto 401 DI or 304SS**
  - What type of fittings? Any special coating? **Protecto 401 DI or 304SS**
  - How far from the bottom is the suction to be? **12”**
  - What type material is the wet-well suction pipe support to be constructed? **SS**
  - Any flexible fitting, dismantling fitting or rubber joint at pump connection? **Yes, use a flexible flanged EPDM expansion spool/joint on discharge and suction**
  - The detail sheet indicates check valves. What type? **In-line silent type**
- The plans indicate 6’x12’ at each pump. Is this the concrete platform or the access platform? Typically, concrete bases are 6” from all sides larger than the unit. (Some preliminary vendor sizes are roughly 3.5 x 7.5 and 3.5 x 10) **There is flexibility in the size of the stands. In general, the goal is to have a 1-foot edge around the pump units.**
- These plan dimensions appear to be only for the concrete support. Most of the plans indicate the sites may not have sufficient space for the access platforms. Are the fences on the property lines? Are we to relocate the fences to allow space to provide access to the units? **Sites are tight, and in general, fences should be considered the property line. Fencing can be removed to install equipment, and then re-installed afterward.**
- The set of typical stairs to the 5.5’ tall platform will protrude 7.83 feet. Is a permanently mounted ladder acceptable? **A ladder is acceptable. Provide on both long sides.**
- Are the access platforms to be on one side, 2 sides all sides? One side and one end? Please inform. **Stair/extra platform will be completed later. Provide a stand sufficient in size for the pump unit plus 1-foot around. Provide ladders on two long sides.**
  - Is the platform to be attached to the concrete support or self-supported from the ground? **Attached to concrete**
  - Is it to be 3’ from the concrete? or the from the pump unit? What is the width required for the platform? **Pumps must be to the height of the 500 year flood plan. The difference in height will depend on how Contractor designs and pours slab.**
  - Is it to have top rail, mid rail and toe kick? **Rails only required around platform.**
  - What material is the platform to be constructed? **All materials or combination of materials listed below will be acceptable, with the exception of treated wood.**

- All galvanized?
- Galvanized support & grating with alum rails? Or other combination of these 2 materials?
- All aluminum?
- Fiberglass grating & handrail on galvanized or aluminum support? Or any combination?
- Treated wood support, decking and rails with SS hardware or Galvanized hardware?  
**Treated wood will not be an acceptable material**
  - If aluminum – fabricated or modular ? **Either one is acceptable**
- Or would the City like to build the access platform after the job is completed? **No, contractor will complete all aspects of this project.**
- Please provide more detail regarding the concrete pump supports. Such as, but not limited to: **Contractor shall provide the necessary design, materials, and workmanship for the concrete supports. Contractor shall provide shop drawing plan/calculations to City during submittal process for approval.**
  - Slab and wall thickness.
  - Rebar
  - Strength of concrete
  - Footing size and depth
- Will the City provide testing for the footings’ bearing and the concrete? **Contractor shall provide all testing for the project and provide copies to City for review and approval.**
  - What is the expected bearing available at each site? **Assume 1500 psi soils bearing capacity.**
- Are the pumps to be anchored with SS anchors due to the ‘salt air’? **Yes**
- Addendum 2 indicates no electrical notes or details.
  - The ITB indicates a block heater for each unit – block heaters are typically not provided in stand-by pumps in our climate; (is this part of a GENSET spec.) Is a block heater required? If block heater is required, does each station have a spare circuit(s) (high amps) of sufficient size to operate a block heater? **Block heater is not required.**
  - The ITB indicates trickle charger. Does each station have a spare circuit (these are low amps) for a trickle charger? Or would a mounted solar panel charger be preferred? **A spare circuit shall be provided for the trickle charge.**
  - The ITB indicates a liquid level transducer be provided? Please provide type, spec. & details. A set of floats can be provided with the pumps that does not require any 120v power from the existing pump station panel. **Floats would be acceptable.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**2019-749 Diesel Bypass Pumps**

**Pumps Only**

Criteria	Possible Points	Rain for Rent			United Rentals			Thompson Pump			Xylem			Goforth Williamson		
		SB	PG	Total	SB	PG	Total	SB	PG	Total	SB	PG	Total	SB	PG	Total
Demonstration of ability to meet or exceed all requirements of the specifications	30	30	30		15	10		30	25		30	20		30	30	
Schedule for the procurement and delivery, of pumps and generators	25	5	5		5	15		20	5		15	20		25	25	
Quality of, and response from, references	15	15	10		10	0		15	15		15	12		10	0	
Cost of services	15	11	8		8	4		8	7		6	7		6	6	
Warranty of pumps and generators	10	10	10		5	5		8	8		10	8		10	10	
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	5	3		5	3		5	3		5	5		5	3	
<b>TOTAL</b>	100	<b>76</b>	<b>66</b>	<b>142</b>	<b>48</b>	<b>37</b>	<b>85</b>	<b>86</b>	<b>63</b>	<b>149</b>	<b>81</b>	<b>72</b>	<b>153</b>	<b>86</b>	<b>74</b>	<b>160</b>

Criteria	Possible Points	Primax			Holland Pump			CDPW			AMCO			Mersino		
		SB	PG	Total	SB	PG	Total	SB	PG	Total	SB	PG	Total	SB	PG	Total
Demonstration of ability to meet or exceed all requirements of the specifications	30	20	25		30	20		30	22		5	10		30	20	
Schedule for the procurement and delivery, of pumps and generators	25	5	5		22	20		5	5		5	5		5	5	
Quality of, and response from, references	15	15	15		10	12		15	10		0	10		15	10	
Cost of services	15	13	9		12	8		9	7		15	10		7	6	
Warranty of pumps and generators	10	5	5		5	5		5	5		5	5		7	5	
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	5	3		5	5		5	3		5	3		5	3	
<b>TOTAL</b>	100	<b>63</b>	<b>62</b>	<b>125</b>	<b>84</b>	<b>70</b>	<b>154</b>	<b>69</b>	<b>52</b>	<b>121</b>	<b>35</b>	<b>43</b>	<b>78</b>	<b>69</b>	<b>49</b>	<b>118</b>

## 2019-749 Diesel Bypass Pumps

		Southern Civil		
		SB	PG	Total
<b>Installation</b>				
Criteria	Possible Points	Points Awarded	Points Awarded	
Demonstration of ability to meet or exceed all requirements of the specifications	30	30	25	
Schedule for the installation of pumps and generators	25	20	25	
Quality of, and response from, references	15	15	15	
Cost of services	15	10	15	
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	5	5	
<b>TOTAL*</b>		90	<b>80</b>	<b>85</b>
				<b>165</b>

\*Note that the total number of possible points is only 90



BRW		
SB	PG	Total
Points Awarded	Points Awarded	
30	25	
15	15	
15	10	
5	7	
5	5	
<b>70</b>	<b>62</b>	<b>132</b>

**2019-749 Diesel Bypass Pumps**

Pumps Only		Rain for Rent	Notes	United Rentals	Notes	Thompson Pump	Notes	Xylem	Notes	Goforth Williamson	Notes
Criteria	Possible Points										
Demonstration of ability to meet or exceed all requirements of the specifications	30	30	BBA 100E for 4" pumps and BBA 150E for 6" pumps: 1255 GPM, Small footprint	10	Pioneer Pumps - Didn't Supply GPM	25	Thompson Pump - 1355 GPM (4") & 2200 GPM (6")	20	CD 103M4 (4") & CD103M6 (6") Up to 1000 GPM	30	BBA 100E for 4" pumps and BBA 150E for 6" pumps: 1255 GPM, Small footprint
Schedule for the procurement and delivery, of pumps and generators	25	5	No Deleivery Schedule Given	15	10 - 12 Weeks	5	None	20	3 Pumps by 4/15 Other 9 Pumps by 4/30	25	30 to 45 Days
Quality of, and response from, references	15	10	3 References	0	None Given	15	5 References	12	4 References	0	None Given
Cost of services	15	8	\$468,968.79	4	\$595,173.21	7	\$498,000.00	7	\$490,823.10	6	\$520,767.00
Warranty of pumps and generators	10	10	2 Years Full Warranty, Sliding Scale through 4 Years	5	1 Year	8	2 Year	8	2 Year	10	2 Years Full Warranty, Sliding Scale through 4 Years
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	3	Missing Information	3	Missing Information	3	Missing Information	5	Everything Supplied	3	Missing Information
<b>TOTAL</b>	100	<b>66</b>		<b>37</b>		<b>63</b>		<b>72</b>		<b>74</b>	

Criteria	Possible Points	Primax	Notes	Holland Pump	Notes	CDPW	Notes	AMCO	Notes	Mersino	Notes
Demonstration of ability to meet or exceed all requirements of the specifications	30	25	Primax Pumps- 1220 GPM	20	Holland Pump - Upto 1000GPM	22	PAS 100HFS - 1100 GPM	10	AMCO & Loftin Equipmet - No Specifications Given	20	Global Pumps- 1000 GPM
Schedule for the procurement and delivery, of pumps and generators	25	5	No Deleivery Schedule Given	20	All Pumps by 4/30 (90 Days)	5	None	5	None	5	None
Quality of, and response from, references	15	15	5 References	12	4 References	10	3 References	10	3 References	10	3 References
Cost of services	15	9	\$428,097.00	8	\$450,150.00	7	\$494,676.00	10	\$417,795.00	6	\$504,999.99
Warranty of pumps and generators	10	5	1 Year	5	1 Year	5	1 Year	5	1 Year	5	1 Year
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	3	Missing Information	5	Everything Supplied	3	Missing Information	3	Missing Information	3	Missing Information
<b>TOTAL</b>	100	<b>62</b>		<b>70</b>		<b>52</b>		<b>43</b>		<b>49</b>	

Scoring Notes

**2019-749 Diesel Bypass Pumps**

Installation		PG	Southern Civil	Notes	BRW	Notes
Criteria	Possible Points					
Demonstration of ability to meet or exceed all requirements of the specifications	30	25	Good Approach	25	Good Approach	
Schedule for the installation of pumps and generators	25	25	All Complete by End of May	15	150 Days	
Quality of, and response from, references	15	15	6 References	10	3 References	
Cost of services	15	15	\$598,275.00	7	\$993,450.00	
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5	5	Everything Included	5	Everything Included	
<b>TOTAL*</b>		90	<b>85</b>		<b>62</b>	

\*Note that the total number of possible points is only 90

MAYOR  
Shirley Sessions

CITY COUNCIL  
Barry Brown, Mayor Pro tem  
John Branigin  
Nancy DeVetter  
Jay Burke  
Monty Parks  
Spec Hosti



CITY MANAGER  
Shawn Gillen

CITY CLERK  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes

## CITY OF TYBEE ISLAND

BID 2019-749

PROJECT Diesel Bypass Pumps

DUE 1-31-20 1:00pm

<u>BIDDER</u>	<u>PUMPS</u>	<u>INSTALLATION</u>
1. <u>Ran for Rent</u>	<u>468,968.79</u>	
2. <u>United Rentals</u>	<u>595,073.21</u>	
3. <u>Southern Civil</u>		<u>598,275.00</u>
4. <u>BRW</u>		<u>913,450.00</u>
5. <u>Thompson Pump</u>	<u>498,000.00</u>	
6. <u>Xylem Dewatering</u>	<u>490,923.10</u>	
7. <u>GoForthWilliamson</u>	<u>520,767.00</u>	
8. <u>PRIMAX USA</u>	<u>428,097.00</u>	
9. <u>Holland Pump</u>	<u>450,150.00</u>	<u>* - extensive information</u>
10. <u>CDPW</u>	<u>494,676.00</u>	
11. <u>Marsino Dewatering</u>	<u>504,999.00</u>	
12. <u>AMCO Pump</u>	<u>417,795.00</u>	

OPENED BY:

Mahmoudreeman

WITNESS:

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749  
(866) 786-4573 – FAX (866) 786-5737

www.cityoftybee.org

**REQUEST FOR PROPOSAL  
RFP NO. 2019-749**

**SEWER LIFT STATION DIESEL BYPASS PUMPS**

**PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

CITY OF TYBEE ISLAND, GEORGIA

SHIRLEY SESSIONS, MAYOR

BARRY BROWN, MAYOR PRO TEM

MICHAEL HOSTI

MONTY PARKS

NANCY DEVETTER

JOHN BRANIGIN

JAY BURKE

**DOCUMENT CHECK LIST**

The following documents are contained in and made a part of this RFP Package, and are required to be submitted with the Proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with the Proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THE PROPOSER**

[INTRODUCTION](#)

[SPECIFICATIONS AND REQUIREMENTS](#)

[INSTRUCTIONS TO BIDDERS](#)

[GENERAL INFORMATION](#)

[SURETY AND BOND REQUIREMENTS](#)

[ATTACHMENTS:](#) A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SUBCONTRACTOR AFFIDAVIT; D. SAVE AFFIDAVIT; E. VENDOR INFORMATION; F. DEBARMENT CERTIFICATION G. PROPOSAL FORM; H. CHECKLIST

**INTRODUCTION**

**This is a request for proposals to supply the City of Tybee Island, Georgia with services as indicated herein.**

**Sealed proposals must be received by 1:00pm local time, on Friday, January 31, 2020. The City of Tybee Island reserves the right to reject any or all proposals.**

**METHOD OF AWARD:** If the City of Tybee Island awards a contract as a result of this RFP, it will be awarded to the responsible proposer deemed able to provide the best value for the City. The award will take into account price among other factors as specified in this RFP. The City reserves the right to select the proposer which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award a contract to one or multiple vendors.

Signature of proposer indicates understanding and intended compliance with the terms of this request, the requirements herein, and any subsequent award or contract. All specifications, conditions, and representations made in this request will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the proposer, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City of Tybee Island is seeking a proposal package for service or materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected. The attached material specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the proposers will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

## **SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island, GA is seeking proposals for the purchase and installation of Three (3) **6 inch**, and Nine (9) **4 inch** Diesel Bypass Pumps for the City's sewer lift stations.

The following items are the requirements and or specifications for the diesel bypass pumps.

1. Infinite dry running capabilities
2. Solids handling up to 3 inches
3. Self-priming capability (to 28 feet) without operator assistance
4. Fully programmable controller
5. Pump and engine provided with a sound attenuated enclosure providing 69 dba at 30 feet
6. 1750 watt ac/dc inverter
7. Battery charger- 12 volt trickle
8. Block heater – 110 volt
9. Auto throttle
10. Liquid Level transducer with 40 foot cable
11. Double walled fuel tank
12. Auto start for weekly test runs
13. Operating time of at least 22 hours on one tank of fuel
14. Skid mounted
15. Capable of at least 1000 gpm
16. Each pump to be permanently plumbed
17. Each pump will be mounted on a concrete platform or pedestal to the following heights\*:

Lift station 1 - 4 inch, Raised approx. 4 ft to a minimum required elevation of 12.5 ft  
Lift station 2 - 4 inch, Raised approx. 4 ft to a minimum required elevation of 11.25 ft  
Lift station 3 - 6 inch, Raised approx. 5.5 ft to a minimum required elevation of 11.25 ft  
Lift station 4 - 4 inch, Raised approx. 4 ft to a minimum required elevation of 11.25 ft  
Lift station 5 - 4 inch, Raised approx. 4.5 ft to a minimum required elevation of 11.25 ft  
Lift Station 6 - 6 inch, Raised approx. 4 ft to a minimum required elevation of 13.75 ft  
Lift station 7 - 4 inch, Raised approx. 3 ft to a minimum required elevation of 11.25 ft  
Lift Station 8 - 6 inch, Raised approx. 6 ft to a minimum required elevation of 12.5 ft  
Lift station 9 - 4 inch, Raised approx. 4 ft to a minimum required elevation of 11.25 ft  
Lift station 10 - 4 inch, Raised approx. 3 ft to a minimum required elevation of 11.25 ft  
Lift station 11 - 4 inch, Does not need elevating as it is above SFHA and located in Zone X  
Lift station 12 - 4 inch, Raised approx. 5.5 ft to a minimum required elevation of 11.25 ft

\*Minimum elevations based on NAVD'88 datum.

**Completion date:** All pumps must be installed and in working order by May 31st, 2020, which is the first day of the 2020 hurricane season.

## 1. INSTRUCTIONS TO PROPOSERS

**Purpose:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFPs are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each proposal constitutes an offer and cannot be withdrawn except as provided herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at <https://www.cityoftybee.org/Bids.aspx>. It is incumbent upon the proposer to check the website for additional information and/or addendums.

### 1.1 How to Prepare Proposals:

#### All Proposals must be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Proposals must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

### 1.2 How to Submit Proposals:

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, and proposer's company name, to the office of the address below prior to the time specified. Include your proposal, and all required attachments, which can be found at the end of this document.

- **Include all requested documents, including required bid bond. See Attachment H**
- **City/County Occupational Tax Certificate Requirement: Contractor must**

supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, if a contract is awarded, contractors that are not located on Tybee Island are required to obtain a Tybee Island contractor registration. Contact Sharon Shaver for additional information, at 912-472-5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga

- Include at least three (3) references documenting your experience with similar projects. Include name of project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written and/or photographic description of how these projects relate to this RFP.
- All Proposals must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. Include RFP #2019-749 on front of envelope.
- Courier or hand deliver response package to:

MELISSA FREEMAN  
TYBEE ISLAND CITY HALL  
403 BUTLER AVE  
TYBEE ISLAND, GA. 31328

- Proposals may be submitted via US Mail, but proposers choosing this method should allow at least an additional 24 hours for delivery:

MELISSA FREEMAN  
CITY OF TYBEE ISLAND  
PO BOX 2749  
TYBEE ISLAND, GA. 31328

**FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.**

### **1.3 How to Submit an Objection:**

Potential proposers must present any written objection to this RFP at least seven (7) days prior to the proposal due date. The objections contemplated may pertain to form and/or substance of the RFP documents. Objections must be made in writing to the Purchasing agent, Melissa Freeman [mfreeman@cityoftybee.org](mailto:mfreeman@cityoftybee.org). Email subject line: Objection to RFP #2019-749.

### **1.4 Minimum Requirements for Proposals**

- a. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the representatives of the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The representatives of the City reserve the right to reject any or all proposals.



- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- d. The proposer shall be an equal employment opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.

### 1.5 Errors in RFP responses:

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

### 1.6 Questions concerning RFP:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made by email, sent to the below named individual, who will be the official point of contact for this RFP. Questions must be submitted at least seven days before the proposal due date.

Mark subject line on e-mail “**Questions on RFP 2019-749, Diesel Bypass Pumps.**”

#### **POINT OF CONTACT:**

**Melissa Freeman**

**[mfreeman@cityoftybee.org](mailto:mfreeman@cityoftybee.org)**

Failure of a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

### 1.7 Addendums to RFP:

Any changes to the conditions or specifications in this RFP must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this RFP, it will be posted by the Purchasing Agent on the City's website.

The issuance of a written addendum by the Purchasing Agent is the only official method by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Proposer must acknowledge each addendum in the response. **It is solely your responsibility as a proposer to ensure that you have received all addenda and incorporated the changes into your response before submission.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

## 2 GENERAL INFORMATION

- 2.1 Specifications:** Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mention 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., will be construed to be the minimum requirements of these specifications.
- 2.2 Standards for Acceptance of Proposal for Contract Award:** City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal 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 in a position to perform the contract.
- 2.3 Proposer:** Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.
- 2.4 Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in the RFP.
- 2.5 Compliance with Laws:** The proposer will 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 or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island will be supplementary to this section and not in substitution thereof.
- 2.6 Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 2.7 State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any proposer must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 2.8 Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

**Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

**Protection of Resident Workers.** City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 2.9 Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.10 Prices to be Firm:** Proposer warrants that proposal prices, terms and conditions quoted in the proposal will be firm for acceptance for a period of sixty (60) days from proposal opening date, unless otherwise stated in the RFP.
- 2.11 Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this RFP, will be of the best quality, and adhere to the highest industry standards.
- 2.12 Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Proposer will unconditionally guarantee the materials and workmanship for a minimum of one (1) year from completion of the project. If additional warranty is offered, please specify that in the proposal. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor, at his expense, will repair or adjust the condition, or replace the material, to comply with the contract requirements and applicable standards thereof. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.
- 2.13 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the Proposal as requested by the City, the proposer will 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 will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.
- 2.14 Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-

performance or violation of contract terms. An award may be made to the next higher ranked Proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or his surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

**2.15 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:

- a. 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;
- b. 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
- c. 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 of restricting competition.

**2.16 Qualification of Business (Responsible Proposer):** the Scope of Work, specifications and plans define a responsible Proposer 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. The City 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. The City has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

**2.17 Insurance Provisions, General:** The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

- a. General Information that must appear on a Certificate of Insurance:
  - i. Name of the Producer (proposer's insurance Broker/Agent).
  - ii. Companies affording coverage (there may be several).
  - iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
  - iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
  - v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
  - vi. Certificate Holder (**Must include the City of Tybee Island as a certificate holder and an additional insured**).

**THE INSURANCE CERTIFICATE IS TO IDENTIFY THE CITY OF TYBEE ISLAND AS A CERTIFICATE HOLDER AND AS AN**

**ADDITIONAL INSURED FOR GENERAL, AUTO, UMBRELLA, AND EXCESS LIABILITY COVERAGES.**

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:
- i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: **\$2,000,000** bodily injury and property damage per occurrence and annual aggregate.
  - ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: **\$500,000** for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
  - iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: **\$2,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

**THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA &/OR EXCESS COVERAGES.**

- c. Special Requirements:
- i. **Extended Reporting Periods:** The Contractor must provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
  - ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.
  - iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.
  - iv. **Proof of Insurance:** City of Tybee Island must be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.

- v. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.
- vii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

**2.18 Compliance with Specification - Terms and Conditions:** The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

**2.19 Signed Proposal Considered Offer:** The signed Proposal will be considered a binding offer on the part of the Proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.

**2.20 Notice to Proceed:** The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**2.21 Protest Policy:** Any proposer who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are usually posted on the preliminary agenda on the City's website on the Thursday prior to the Council meeting date. It is the proposer's responsibility to ascertain the City's recommendation for award.. Protests must be made in writing to the Purchasing agent, Melissa Freeman at [mfreeman@cityoftybee.org](mailto:mfreeman@cityoftybee.org), with the subject line Protest: RFP #2019-749, and must include the following information:

- a. Name, address, email address, and telephone numbers of the protester;
- b. RFP number;
- c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- d. Copies of supporting documents, if any;
- e. Statement of relief requested;
- f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
- g. All information establishing the timeliness of the protest.

- 2.22 Payment to Contractors:** Instructions for invoicing the City of Tybee Island for products delivered to the City are specified in the contract document.
- a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island’s Project Manager as specified in the contract documents.
  - b. Contractors 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.
  - c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.
  - d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.23 City’s Rights Concerning Award:** The City reserves the right, and sole and complete discretion to waive technicalities and informalities. The City further reserves the right, and sole and complete discretion to reject all proposals, and any proposal that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the City in its sole discretion. In judging whether the Proposer is responsible, the City will consider, but is not limited to consideration of, the following:
- a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;
  - b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
  - c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
  - d. 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 Proposer’s contract obligations.
- 2.24 Debarred or Suspended Subcontractors:** Contractor will not subcontract, and will 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 the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is

added to a Federal, State or other Government Entity listing after award of the subcontract.

**2.25 Cone of Silence:** Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, 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. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will cause render your proposal invalid. In order to conduct this procurement transaction in manner that provides full and open competition and meet the Federal Uniform Guidance Requirements to ensures objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, or invitation for bids or request for proposal must be excluded from competing for this contract.

**2.26 Georgia Open Records Act:** The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island 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.

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets and that it wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia. See also, section 2.27.

Proposals will not be opened in public, and the information is exempt from disclosure, including the Open Records Act, until the RFP has been awarded, or all proposals have been rejected.

City of Tybee Island will not be held accountable if material from responses is obtained without the written consent of the proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

**2.27 Georgia Trade Secret Act of 1990:** In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

**2.28 Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.

**2.29 Method of Compensation:** The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the



Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will 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. The invoices will be submitted each month until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will 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. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

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 construction schedule to the satisfaction of the engineer, the City of Tybee Island will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained will 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.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

The Contractor may submit a final invoice to the City of Tybee Island for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due will be paid by the City 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. The making of final payment will constitute a waiver of all claims by the City except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment will 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.

**2.30 Terms of Contract:**

a. ONE TIME CONTRACT

**2.31 Audits and Inspections:** The contractor and his subcontractors will make available to the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will also permit the City of Tybee Island and/or

representatives of the Finance Department 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 will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

**2.32 Liquidated Damages:** The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the work is not completed within the times specified in the contract, plus any extensions thereof allowed. The parties also recognize the damages or loss caused by the failure to complete the work on time is difficult or impossible to accurately estimate, and the parties hereby stipulate that the sum of Two Thousand Dollars (\$2,000) per day is a reasonable pre-estimate of the probable damages or loss incurred by City for delay in completion of construction. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall be liable to the City for the sum of Two Thousand dollars (\$2,000.00) for each day that the work is not completed as specified in the contract and that this amount of liquidated damages is intended to solely provide for damages incurred by the City and not as a penalty to Contractor.

**2.33 Proposal Surety:** Each proposal shall be accompanied by a qualified bond/surety, cashier's check or certified check in the minimum amount of 5% of the total proposal price. Proposer will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

**2.34 Performance and Payment Bonds:**

- a. Prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Performance Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory performance.
- b. Also prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Payment Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory payment of subcontractors and material suppliers.
- c. The Contractor shall be solely responsible for keeping the surety informed as to the total contract price, significant changes in project scope, and overall progress and completion of project for the entire life of the contract.
- d. If the surety on the bonds furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Georgia is terminated, the Contractor shall within five (5) calendar days thereafter substitute other bonds and surety acceptable to the City of Tybee Island. If the Contractor does not furnish the replacement bonds to the City of Tybee Island within the five (5) days, the City of Tybee Island may consider the Contractor in material breach of contract and take appropriate actions.

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

<b>Criteria</b>	<b>Possible Points</b>
Demonstration of ability to meet or exceed all requirements of the specifications	30
Schedule for the procurement, delivery, and installation of pumps and generators	25
Quality of, and response from, references	15
Cost of services	15
Warranty of pumps and generators	10
How well did the Proposer follow the RFP directions in preparing and submitting it's proposal package	5

**ATTACHMENT A**

**CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET**

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all services and/or items indicated thereon as specified in this RFP for the proposal amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

**African-American/Black** \_\_\_\_\_ **Asian American** \_\_\_\_\_ **Hispanic** \_\_\_\_\_ **Native American** \_\_\_\_\_

**Alaskan Indian** \_\_\_\_\_ **Female** \_\_\_\_\_

**ATTACHMENT B**

**CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ 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 C**

**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 \_\_\_\_\_ (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice 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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ city), \_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT D**

**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT E**

**CITY OF TYBEE ISLAND VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_

Product or Services Provided: \_\_\_\_\_

Sales Contact Information

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address:  
\_\_\_\_\_

Accounts Receivable Information

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Federal Tax Id #: \_\_\_\_\_

**Attach Copy of W-9 and Occupational Tax Certificate**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.  
Our terms are net 30



**ATTACHMENT F**  
**CERTIFICATION REGARDING DEBARMENT**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

**By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.**

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: \_\_\_\_\_

COMPANY TAX ID: \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT G  
PROPOSAL FORM  
DIESEL BYPASS PUMPS  
RFP# 2019-749**

Please enter the total cost of your proposal below. Attach the warranty information on a separate sheet, and **include a breakdown of the materials, installation, and all associated costs for each lift station.**

**TOTAL:** \_\_\_\_\_

\_\_\_\_\_ (Firm)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

**ATTACHMENT H  
CHECKLIST FOR SUBMITTING PROPOSAL**

**Sign below and submit this sheet with your proposal**

**NOTE: All of the following items must be submitted with your proposal to be considered “responsive”. Remember to follow the Instructions in the RFP Documents.**

**ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS** \_\_\_\_\_

**(3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS** \_\_\_\_\_

**W-9** \_\_\_\_\_

**OCCUPATIONAL TAX CERTIFICATE** \_\_\_\_\_

**PROPOSAL BOND** \_\_\_\_\_

**COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:**

**A. SIGNATURE SHEET** \_\_\_\_\_

**B. CONTRACTOR AFFIDAVIT** \_\_\_\_\_

**C. SUBCONTRACTOR AFFIDAVIT** \_\_\_\_\_

**D. SAVE AFFIDAVIT** \_\_\_\_\_

**E. VENDOR INFORMATION** \_\_\_\_\_

**F. DEBARMENT CERTIFICATION** \_\_\_\_\_

**G. PROPOSAL SHEET AND COST BREAKDOWN** \_\_\_\_\_

**H. CHECKLIST** \_\_\_\_\_

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
SIGNATURE



Goforth Williamson, inc.

373 Odell Rd  
Griffin, GA 30224  
770-467-0303

**RFP No. 2019-749**

**Sewer Lift Station Diesel Bypass Pumps**



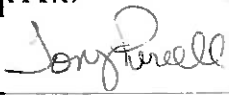
ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

- A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all services and/or items indicated thereon as specified in this RFP for the proposal amount; or,
- B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount; and;

Goforth Williamson, Inc.  
 COMP  
  
 SIGNATURE

Digitally signed by Tony Purcell  
 DN: cn=Tony Purcell, o=Goforth Williamson  
 Inc, ou=Applications Engineer,  
 email=tony@goforthwilliamson.com, c=US  
 Date: 2020.01.29 13:56:12 -0500

01/29/2020  
 DATE  
Applications Engineer  
 TITLE

770-467-0303  
 TELEPHONE NUMBER

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_  
 Alaskan Indian \_\_\_\_\_ Female \_\_\_\_\_

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

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

880835

Federal Work Authorization User Identification Number

June 17, 2015

Date of Authorization

Goforth Williamson, Inc.  
Name of Contractor

RFP No. 2019-749 Sewage Lift Station Diesel Bypass Pumps  
Name of Project

City of Tybee Island  
Name of Public Employer

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

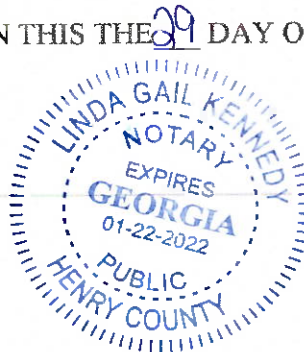
Executed on January 29, 2020 in Griffin (city), Georgia (state).

*[Handwritten Signature]*  
Signature of Authorized Officer or Agent

Tony Purcell  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF Jan, 2020

*[Handwritten Signature]*  
NOTARY PUBLIC  
My Commission Expires: 01-22-2022



ATTACHMENT C

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 Goforth Williamson, Inc. (name of contractor) on behalf of City of Tybee Island (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice 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 880835

Date of Authorization June 17, 2015

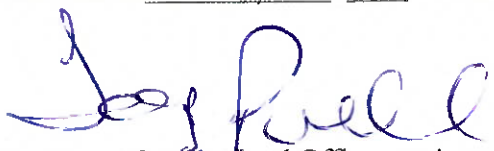
Name of Subcontractor Goforth Williamson, Inc.

Name of Project RFP No. 2019-749 Sewer Lift Station Diesel Bypass Pumps

Name of Public Employer City of Tybee Island

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

Executed on January 29, 2020 in Griffin city, GA (state).



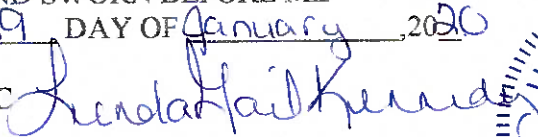
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Tony Purcell

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 29 DAY OF January, 2020

NOTARY PUBLIC



My Commission Expires: 01-22-2022





ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Equipment Purchase contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1)   X   I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Georgia State Drivers License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Griffin (city), Georgia (state).

Tony Purcell  
Signature of Applicant

Tony Purcell  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 29 DAY OF January, 2020

Linda Gail Kennedy  
NOTARY PUBLIC

My Commission Expires: 01-22-2022



ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name:

Goforth Williamson, Inc.

Product or Services Provided:

Diesel Pump Packages

Sales Contact Information

Contact: Tony Purcell Email:

tony@goforthwilliamson.com

Phone: 770-467-0303 Fax:

770-467-0301

Address:

373 Odell Rd, Griffin, GA 30224

Accounts Receivable Information

Contact: Rebecca Goforth Email:

Rebecca@goforthwilliamson.com

Phone: 770-467-0303 Fax:

770-467-0301

Remittance Address:

P.O. Box 2366 Griffin, GA 30224

Federal Tax Id #:

04-3761187

**Attach Copy of W-9 and Occupational Tax Certificate**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.

Our terms are net 30

**ATTACHMENT F  
CERTIFICATION REGARDING DEBARMENT**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION:**

**By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.**

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: Goforth Williamson, Inc.

COMPANY TAX ID: 04-3761187

NAME OF AUTHORIZED REPRESENTATIVE: Tony Purcell

TITLE OF AUTHORIZED REPRESENTATIVE: Applications Engineer

SIGNATURE:  Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=tony@goforthwilliamson.com, c=US  
Date: 2020.01.29 13:57:06 -0500 DATE: 29 January, 2020

**ATTACHMENT G  
PROPOSAL FORM  
DIESEL BYPASS PUMPS  
RFP# 2019-749**


Please enter the total cost of your proposal below. Attach the warranty information on a separate sheet, and include a breakdown of the materials, installation, and all associated costs for each lift station.

1. 4 Year warranty – 2 Year Full Replacement & 75% and 50% for the next 2 years
2. Local Support and Service from GWI Service Team
3. Pump Unit is SCADA Ready
4. Small Footprint on both the 4" & 6" pumps(same size dimensionally)
5. All 4" & 6" GWI - BBA Units are available in 30 -45 days

**TOTAL:**

See Addendum 1 Attachment G

Goforth Williamson, Inc. (Firm)

 Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=tonypurcell@goforthwilliamson.com, c=US  
Date: 2020.01.29 13:57:33 -0500 (Signature)


Applications Engineer (Title)

**ATTACHMENT G  
PROPOSAL FORM - AMENDED  
DIESEL BYPASS PUMPS  
RFP# 2019-749**

Please enter the total cost of your proposal below. Attach the warranty information on a separate sheet. If proposal is for the cost of pumps alone (without installation) the total must include the cost of delivery to Tybee Island.

	<u>Cost of Pump</u>	<u>Cost of Installation</u>
Lift station 1	\$43,102	
Lift station 2	\$43,102	
Lift station 3	\$44,283	
Lift station 4	\$43,102	
Lift station 5	\$43,102	
Lift Station 6	\$44,283	
Lift station 7	\$43,102	
Lift Station 8	\$44,283	
Lift station 9	\$43,102	
Lift station 10	\$43,102	
Lift station 11	\$43,102	
Lift station 12	\$43,102	
<b>TOTAL:</b>	<u>\$520,767*</u>	<u>By Others</u>

\*For startup services to be included in the purchase price of each pump, add \$1500 per station

Goforth Williamson, Inc (Firm)  
  
Digitally signed by Tony Puncell  
 DN: cn=Tony Puncell, o=Goforth Williamson  
 Inc, ou=Applications Engineer,  
 email=tony@goforthwilliamson.com, c=US  
 Date: 2020.01.29 13:59:45 -0500  
Applications Engineer (Signature)  
Applications Engineer (Title)  
29 January, 2020 (Date)

**ATTACHMENT H  
CHECKLIST FOR SUBMITTING PROPOSAL**

**Sign below and submit this sheet with your proposal**

**NOTE: All of the following items must be submitted with your proposal to be considered "responsive". Remember to follow the Instructions in the RFP Documents.**

<b>ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS</b>	<u>  X  </u>
<b>(3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS</b>	<u>Not Applicable</u>
<b>W-9</b>	<u>  X  </u>
<b>OCCUPATIONAL TAX CERTIFICATE</b>	<u>  X  </u>
<b>PROPOSAL BOND</b>	<u>  X  </u>

**COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:**

<b>A. SIGNATURE SHEET</b>	<u>  X  </u>
<b>B. CONTRACTOR AFFIDAVIT</b>	<u>  X  </u>
<b>C. SUBCONTRACTOR AFFIDAVIT</b>	<u>  X  </u>
<b>D. SAVE AFFIDAVIT</b>	<u>  X  </u>
<b>E. VENDOR INFORMATION</b>	<u>  X  </u>
<b>F. DEBARMENT CERTIFICATION</b>	<u>  X  </u>
<b>G. PROPOSAL SHEET AND COST BREAKDOWN</b>	<u>  X  </u>
<b>H. CHECKLIST</b>	<u>  X  </u>

Tony Purcell / Applications Engineer  
NAME/TITLE

Goforth Williamson, Inc.  
COMPANY NAME

373 Odell Rd  
ADDRESS

Griffin, GA 30224  
CITY/STATE/ZIP

770-467-0303  
PHONE NUMBER

tony@goforthwilliamson.com

EMAIL



Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=Tony@goforthwilliamson.com, c=US  
Date: 2020.01.29 13:58:00 -0500

SIGNATURE





SPALDING COUNTY COMMISSIONERS OFFICE  
P.O BOX 1087  
GRIFFIN, GA. 30224

2020 SPALDING COUNTY BUSINESS REGISTRATION

<b><u>NAME OF BUSINESS</u></b>	GOFORTH WILLIAMSON, INC	<b><u>DBA</u></b>		<b><u>REGISTRATION NO.</u></b>	20479	
<b><u>PHYSICAL ADDRESS</u></b>	373 O'DELL ROAD	GRIFFIN	GA	30224	<b><u>DATE FILED</u></b>	10/18/2019
<b><u>TYPE OF BUSINESS</u></b>	INDUSTRIAL PUMP REPAIR/MECHANIC CONTRACTING				<b><u>DATE ISSUED</u></b>	10/21/2019
	GOFORTH WILLIAMSON, INC				<b><u>SIC</u></b>	811310
	373 O'DELL ROAD				<b><u>ZONING</u></b>	C-2
	GRIFFIN	GA	30224	<b><u>ISSUED BY</u></b>	C TILLMAN	
<b><u>OWNER/AGENT</u></b>	DAVID GOFORTH					
<b><u>BUSINESS PHONE</u></b>	(770) 467-0303					
<b><u>HOME PHONE</u></b>	(770) 954-9208					

UNINCORPORATED SPALDING COUNTY, GEORGIA FOR THE PERIOD OF 01/01/2020 TO 12/31/2020

THIS CERTIFICATE IS NOT TRANSFERABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Goforth Williamson, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**373 O'Dell Rd.**

6 City, state, and ZIP code  
**Griffin, GA. 30224**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

0	4	-	3	7	6	1	1	8	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *Kempster Fox*    Date ▶ **01/24/2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #1**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. We were wondering if the bid shouldn't be 2 bids, one for the purchase of the pumps, the other for a civil contractor to install the pumps. Would the city consider splitting this up?

**Yes. The proposal can be presented in the following ways:**

- a. Proposal for the purchase of pumps only.
- b. Proposal for the installation of pumps only.
- c. Or a proposal for both the purchase and installation of pumps.

**See attachment #1. (If proposal is for purchase of pumps only, the total must include the cost of delivery to Tybee Island.)**

2. Are there plans and drawing of the sites?

**Yes. See attachment #2a and b.**

3. Would it be possible to perform a site visit before the bid date?

**Yes. The vendor may perform a site visit themselves. See attached map and addresses of pump sites (Attachment #s 3-4).**

4. Is it the Bidders responsibility to construct/install the concrete platforms for the pumps?

- a. If the proposal is just for the supply of the pumps only, then no.
- b. If the proposal includes the installation of the pumps, then yes. The contractor will be responsible for installation of pumps, piping, concrete pedestals, etc.

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** Goforth Williamson, Inc.

**Name/Title:** Tony Purcell / Applications Engineer

**Signature:**   
Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=tony@goforthwilliamson.com, c=US  
Date: 2020.01.29 13:58:48 -0500

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #2**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. Requirement dictate that you provide handrails which require a minimum of 3' clearance around the unit to have access to the inside. A 5' to 6' elevated stand will have steps 6' to 8' extension. Is there space? Do you want that? **Yes. We want elevated stands, with the required steps.**
2. Should we acquire predesigned elevated stands from a manufacturer for each application.? Do you want the contractor to build anything they want? **Yes, contractor is to build the elevated stands.**
3. Will there be a Pre-Bid Meeting to discuss the Project? **No.**
4. What about the GPM requirements. **1000 GPM**
5. Will there be any electrical notes or details? **There are no electrical notes or details.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** Goforth Williamson, Inc.

**Name/Title:** Tony Purcell / Applications Engineer

**Signature:** 

Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=tony@goforthwilliamson.com, c=US  
Date: 2020.01.29 14:02:00 -0500

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #3**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

Question: In the specifications and requirements section, item 15 states capable of at least 1000 gpm. Do you mean for both the 6' and 4" pumps? It would be helpful to know what head requirement so that we know we are quoting the correct pump for the application.

Answer: See table below

				FEASIBILITY OF USING PUMPS		
	REQUIRED ELEVATION	LS ELEVATION	LS DEPTHS	SUCTION HEAD		FEET TO BE RAISED
LS1	12.5	9.3	18	21.2	YES	3.2
LS2	11.25	8	13	16.25	YES	3.25
LS3	11.25	6	13	18.25	YES	5.25
LS4	11.25	7.3	17	20.95	YES	3.95
LS5	11.25	7	13.6	17.85	YES	4.25
LS6	13.75	10.3	18	22	YES	4
LS7	11.25	8.4	16.6	19.45	YES	2.85
LS8	12.5	6.9	13.6	19.2	YES	5.6
LS9	11.25	7.5	15	18.75	YES	3.75
LS10	11.25	9.1	18.6	20.75	YES	2.15
LS11	NA	7.4	20	27.4	YES	
LS12	11.25	5.9	12.6	17.95	YES	5.35

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: Goforth Williamson, Inc.

Name/Title: Tony Purcell / Applications Engineer

Signature: 

Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth Williamson  
Inc, ou=Applications Engineer,  
email=tony@goforthwilliamson.com, c=US  
Date: 2020.01.29 14:02:46 -0500



**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #4**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers.

1. When is the award date for the *City of Tybee Island RFP No. 2019-749*? **The request for award will be included in the City Council agenda on February 13, 2020.**
2. If the City of Tybee Island awards to both pump purchase only and installation only proposers, when is the City of Tybee Island's firm delivery deadline for receipt of the (12) pumps by the pump purchase only proposer? **Pumps will need to be delivered no later than April 30, leaving time for the installation to be completed by May 31, 2020.**
3. How will the City of Tybee be addressing the *Payment/Performance Bonds*? If we submit a proposal for the purchase of pumps only, are the *Payment/Performance Bonds* required? If they are required, then we are assuming the *Payment/Performance Bonds* will only be based on the purchase amount that we submit. Please confirm. **Payment and Performance Bonds will only be applicable to the contract for installation of the pumps. They will not be required for the purchase of pumps only.**
4. If the City awards to both a pump purchase proposer and an installation proposer, will the City take ownership of the pumps from the pump purchase proposer upon delivery to the City of Tybee Island? Please confirm. **The City will take ownership of the pumps upon delivery. They will be delivered to, and stored at, the Wastewater Treatment Plant (923 Bay St, Tybee Island, GA).**
5. If the City awards to both a pump purchase proposer and an installation proposer, can the language pertaining to retainage be waived as stated in *Section 2.29 Method of Compensation on Page 13, Paragraphs 1, 2, 3 and 4* for the pump purchase proposer? Please confirm. **Yes, if the City contracts with a vendor for pumps only, the City will pay the purchase price in full, with no retainage.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

Name of Company: Goforth Williamson, Inc.

Name/Title: Tony Purcell / Applications Engineer

Signature: 

Digitally signed by Tony Purcell  
DN: cn=Tony Purcell, o=Goforth  
Williamson Inc, ou=Applications Engineer,  
email=tony@goforthwilliamson.com,  
c=US  
Date: 2020.01.29 14:03:36 -05'00'

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-749  
ADDENDUM #5**

**DIESEL BYPASS PUMPS  
PROPOSAL DUE: FRIDAY, JANUARY 31, 2020 by 1:00pm**

The following information should be considered in preparation of responses to the above named RFP, and is hereby incorporated into the original RFP document. Below are questions from interested vendors along with corresponding answers in red.

- Addendum 1 provided another bid form. If we bid “turn-key” shall we add another column for the total. **No. Just put both totals at the bottom of each column.**
- The ITB provides specific elevation requirements for each installation. Is there or will there be a TBM provided at each site? **Contractor shall verify elevations of site.**
- Who is to provide fuel for each pump? If the contractor, how much for each pump? **Contractor shall provide necessary fuel for start-up operations plus will provide a full tank of fuel (assume 55 gallon tank).**
- The plans issued with Addendum 1 provide pipe size, but:
  - What type of pipe for suction & discharge? PVC, SS, DIP **Protecto 401 DI or 304SS**
    - With what type of joints? **Protecto 401 DI or 304SS**
  - What type of fittings? Any special coating? **Protecto 401 DI or 304SS**
  - How far from the bottom is the suction to be? **12”**
  - What type material is the wet-well suction pipe support to be constructed? **SS**
  - Any flexible fitting, dismantling fitting or rubber joint at pump connection? **Yes, use a flexible flanged EPDM expansion spool/joint on discharge and suction**
  - The detail sheet indicates check valves. What type? **In-line silent type**
- The plans indicate 6’x12’ at each pump. Is this the concrete platform or the access platform? Typically, concrete bases are 6” from all sides larger than the unit. (Some preliminary vendor sizes are roughly 3.5 x 7.5 and 3.5 x 10) **There is flexibility in the size of the stands. In general, the goal is to have a 1-foot edge around the pump units.**
- These plan dimensions appear to be only for the concrete support. Most of the plans indicate the sites may not have sufficient space for the access platforms. Are the fences on the property lines? Are we to relocate the fences to allow space to provide access to the units? **Sites are tight, and in general, fences should be considered the property line. Fencing can be removed to install equipment, and then re-installed afterward.**
- The set of typical stairs to the 5.5’ tall platform will protrude 7.83 feet. Is a permanently mounted ladder acceptable? **A ladder is acceptable. Provide on both long sides.**
- Are the access platforms to be on one side, 2 sides all sides? One side and one end? Please inform. **Stair/extra platform will be completed later. Provide a stand sufficient in size for the pump unit plus 1-foot around. Provide ladders on two long sides.**
  - Is the platform to be attached to the concrete support or self-supported from the ground? **Attached to concrete**
  - Is it to be 3’ from the concrete? or the from the pump unit? What is the width required for the platform? **Pumps must be to the height of the 500 year flood plan. The difference in height will depend on how Contractor designs and pours slab.**
  - Is it to have top rail, mid rail and toe kick? **Rails only required around platform.**
  - What material is the platform to be constructed? **All materials or combination of materials listed below will be acceptable, with the exception of treated wood.**

- 
- 
- 
- Footing, framing & hardware to galvanized or aluminum support. If any combination?
- Treated wood support, decking and rails with SS hardware or Galvanized hardware?  
**Treated wood will not be an acceptable material**
  - If aluminum – fabricated or modular ? **Either one is acceptable**
- Or would the City like to build the access platform after the job is completed? **No, contractor will complete all aspects of this project.**
- Please provide more detail regarding the concrete pump supports. Such as, but not limited to: **Contractor shall provide the necessary design, materials, and workmanship for the concrete supports. Contractor shall provide shop drawing plan/calculations to City during submittal process for approval.**
  - Slab and wall thickness.
  - Rebar
  - Strength of concrete
  - Footing size and depth
- Will the City provide testing for the footings' bearing and the concrete? **Contractor shall provide all testing for the project and provide copies to City for review and approval.**
  - What is the expected bearing available at each site? **Assume 1500 psi soils bearing capacity.**
- Are the pumps to be anchored with SS anchors due to the 'salt air'? **Yes**
- Addendum 2 indicates no electrical notes or details.
  - The ITB indicates a block heater for each unit – block heaters are typically not provided in stand-by pumps in our climate; (is this part of a GENSET spec.) Is a block heater required? If block heater is required, does each station have a spare circuit(s) (high amps) of sufficient size to operate a block heater? **Block heater is not required.**
  - The ITB indicates trickle charger. Does each station have a spare circuit (these are low amps) for a trickle charger? Or would a mounted solar panel charger be preferred? **A spare circuit shall be provided for the trickle charge.**
  - The ITB indicates a liquid level transducer be provided? Please provide type, spec. & details. A set of floats can be provided with the pumps that does not require any 120v power from the existing pump station panel. **Floats would be acceptable.**

**All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.**

**Return this signed addendum with your proposal response.**

**Name of Company:** Goforth Williamson, Inc.

**Name/Title:** Tony Purcell / Applications Engineer

**Signature:** 

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 DN: cn=Tony Purcell, o=Goforth  
 Williamson Inc, ou=Applications Engineer,  
 email=tony@goforthwilliamson.com,  
 c=US  
 Date: 2020.01.29 14:04:28 -05'00'



# 4" Pump Specification Sheets



#### Pump specifications:

Type .....	BA100E D265
Max. flow .....	1166 US GPM (265 m <sup>3</sup> /hour)
Max. pressure .....	117 ft./ 51 PSI (35 mwc)
Connections .....	4" (DN 150)
Solids handling .....	3,15" (80 mm)
Impeller type .....	Open impeller
Priming system .....	BBA MP50
Engine .....	Hatz 3H50TIC
Canopy .....	M10-23
Dry weight .....	3527 lb. (1600 kg)
Sound level .....	61 dB(A) at 33 ft.

## FEATURES

### BA auto prime pump

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

### World-class performance

The BA range is built to be deployed on the most demanding applications. Using high efficiency pumps and state-of-the-art diesel engines, the pumps offer maximum performance at minimal cost, fully in-sync with the company philosophy of "Lowest cost of ownership".

### Sustainability

- High efficiency pumps minimising fuel consumption
- Emissions in accordance with EU stage & US EPA Tier regulations
- Corrosion free hot dip galvanised canopy
- Corrosion free composite door panels and powder coated plating
- 100% Oil-spill free priming system
- Fully self contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

### Complete package designed & built by BBA Pumps

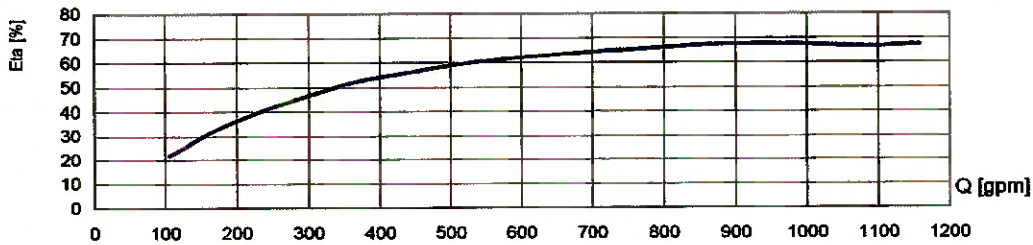
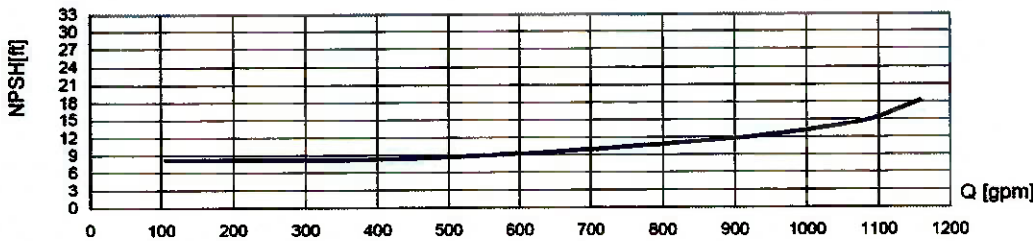
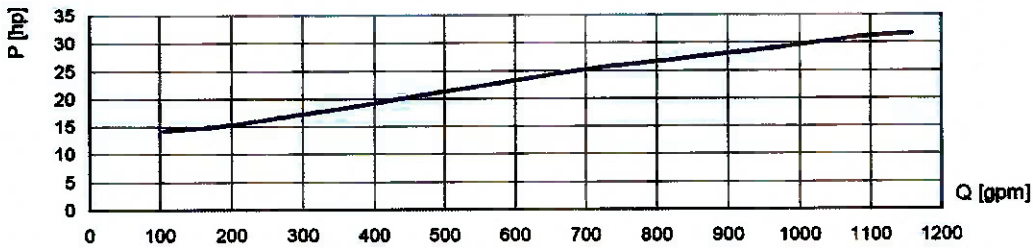
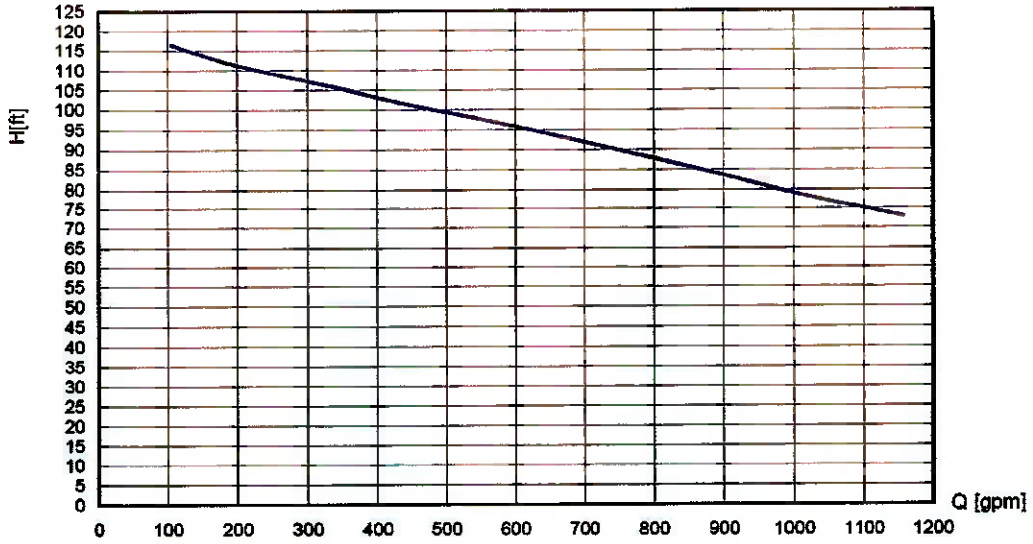
- Complete in-house design & production
- Over 60 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

### After sales service & product support

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house



**PERFORMANCE CURVES (1800 RPM)**  
 Continuous duty according ISO 9906



## STANDARD TECHNICAL SPECIFICATIONS

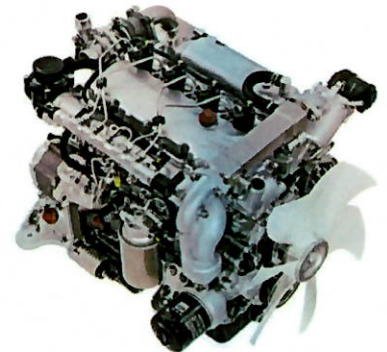
### BBA auto prime pump

Pump type.....	BA100E D265
Max. flow.....	1166 US GPM (265 m <sup>3</sup> /hour)
Max. head.....	117 feet / 51 PSI (35 mwc)
Impeller type.....	Open impeller
Solids handling.....	3.15 inch (80 mm)
Pump casing.....	Cast iron GG20
Impeller.....	Chrome Moly 42CrM04
Wear plate.....	Chrome Moly 42CrM04
Pump shaft.....	C45
Shaft seal.....	Mechanical seal 2.36 inch (60mm)
Seal faces.....	Tung/Sic
Seal rubbers.....	Viton



### BBA priming system

Pump type.....	BBA MP50 Diaphragm pump
Air handling capacity.....	30 CFM(50 m <sup>3</sup> /h)
Max. vacuum.....	29 inHg (8.5 m)
Drive.....	Toothed belt (continuous drive)
Float box.....	Aluminium
Non return valve.....	Cast iron GG25
Check valve disc.....	Buna-N



### Engine

Engine brand.....	Hatz
Engine type.....	3H50TIC
Max. power output.....	57 Hp (42 kW)
Variable speed.....	Max. 1800 RPM
Displacement.....	1.5 l
Number of cylinders.....	3
Aftertreatment.....	EGR, DOC
Exhaust emission US.....	EPA Tier 4 final



### LOFA control panel

- Auto start/stop system
- Two float switches included (10m cable)
- Switch Manual-0-Auto
- Warning lights
- Safety features to protect the engine
- High resolution 4.3" LCD monitor

### Fuel system

- PE fuel tank 80 US Gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Fuel gauge on tank
- Fitted with water separator & extra in-line fuel filter

### Electrical system & safety features

- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down
- High temperature shut down

CANOPY M10-23

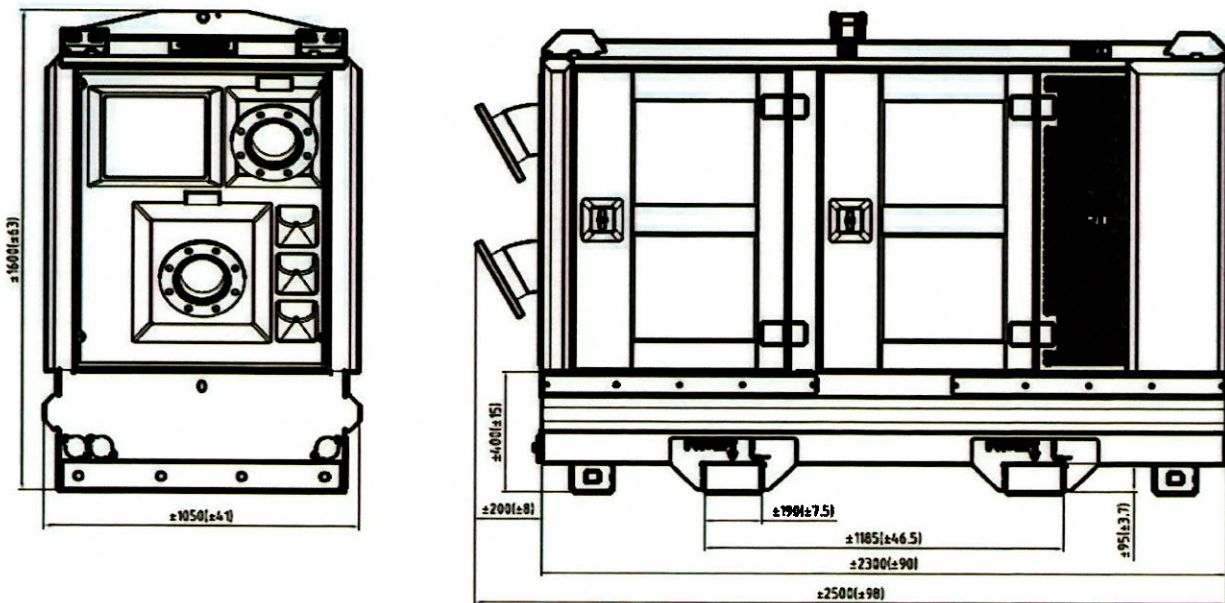
**BBA sound attenuating canopy**

- Canopy type.....M10-23
- Dimensions L x W x H.....89.4 x 41.3 x 60.4 inch
- Dimensions L x W x H.....2270 x 1050 x 1533 mm
- Basic frame.....Hot dip galvanised
- Panel.....ABS/ASA
- Doors.....4 Easy-access doors (lockable)
- Fuel tank.....PE net 80 US Gallon (300 ltr)
- Fuel tank cap.....4 inch (100mm)
- Forklift pockets.....Fitted with 2 forklift pockets
- Lifting point.....Fitted with single lifting point
- Stackable.....Canopy is stackable
- Connections.....Please consult "auxiliary items" in overleaf
- Exhaust system.....Fully integrated in canopy
- Radiator box.....Fitted with quick release system for easy cleaning
- Additional.....Fitted with oil-water separator



**BBA E-lift® system**

The M10-23 canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.





**Open impeller**  
 Corrosion and abrasion  
 resistant Chrome Moly  
 (42CrM04) alloy.



**Priming system**  
 Diaphragm pump,  
 air-cooled, water-resistant  
 and oil-spillage free.  
 Air capacity of  
 30 CFM per hour.



**Easy inspection**  
 Oil glasses, drain valves and  
 fill plugs are all easily  
 accessible.



**Fuel tank**  
 Double wall fuel containment,  
 corrosion-free, 80 US Gallon,  
 high-density polyethylene  
 (HDPE) fuel tank, located in  
 base of canopy.



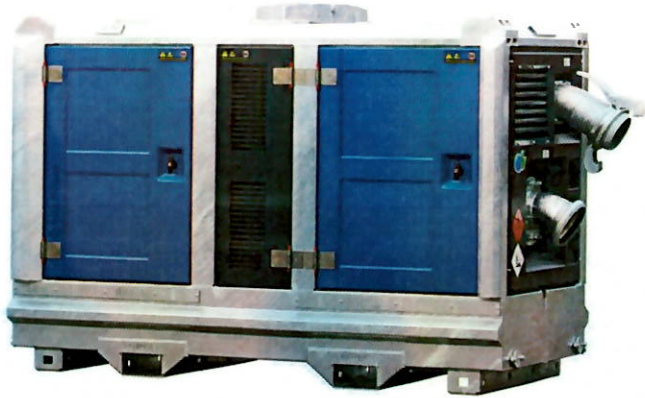
**4 Year limited warranty**  
 The BBA limited warranty  
 covers years or operating  
 hours whichever occurs first.  
 For more details please  
 consult the BBA warranty  
 book.



**Large inspection covers**  
 Easy access to float box,  
 impeller and non-return valve.

Pictures used are for illustration purposes only.

# 6" Pump Specification Sheets



#### Pump specifications:

Type .....	BA150E D285
Max. flow .....	2100 US GPM (477 m <sup>3</sup> /hour)
Max. pressure .....	155 ft. (47 mwc)
Connections .....	6" (DN150)
Solids handling .....	3.15" (80 mm)
Impeller type .....	Open impeller
Priming system .....	BBA MP50
Engine .....	Hatz 4H50TIC
Emission standard .....	Tier 4 final
Canopy .....	M10-23X
Sound level .....	64 dB(A) at 33 ft.
Dry weight .....	3520 lbs. (1600 kg)

## FEATURES

### BA auto prime pump

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

### World-class performance

The BA range is built to be deployed on the most demanding applications. Using high efficiency pumps and state-of-the-art diesel engines, the pumps offer maximum performance at minimal cost, fully in-sync with the company philosophy of "Lowest cost of ownership".

### Sustainability

- High efficiency pumps minimising fuel consumption
- Corrosion free hot dip galvanized canopy
- Corrosion free composite door panels and powder coated plating
- 100% Oil-spill free priming system
- Fully self contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

### Complete package designed & built by BBA Pumps

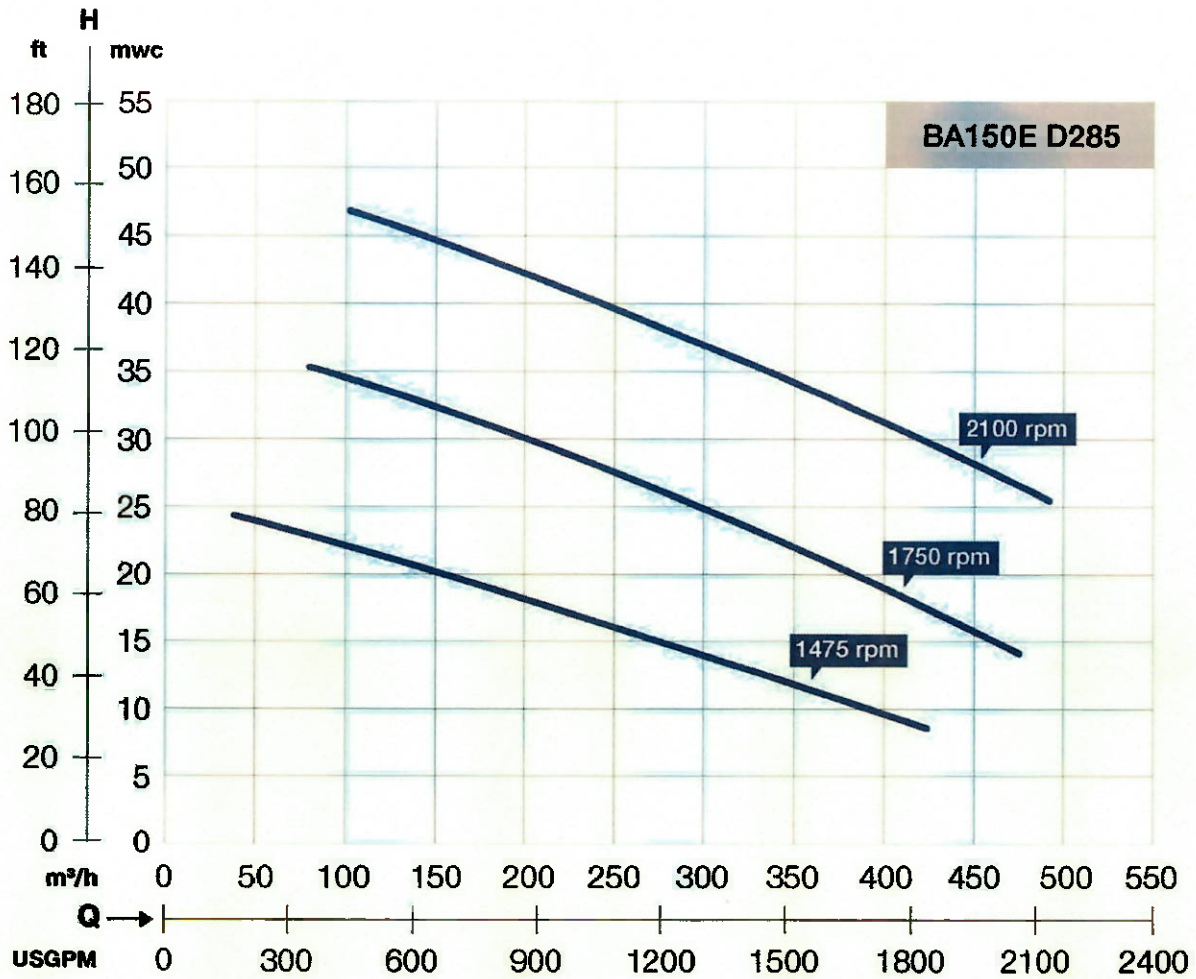
- Complete in-house design & production
- Over 60 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

### After sales service & product support

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house



**PERFORMANCE CURVES (Various RPM)**  
 Continuous duty according ISO 9906



## STANDARD TECHNICAL SPECIFICATIONS

### BBA auto prime pump

Pump type .....	BA150E D285
Max. flow .....	2100 US GPM (477 m <sup>3</sup> /hour)
Max. head .....	155 feet (47 mwc)
Impeller type .....	Open impeller
Solids handling .....	3.15 inch (80 mm)
Pump casing .....	Cast iron GG20
Impeller .....	Chrome Moly 42CrM04
Self-cleaning wear plate .....	Chrome Moly 42CrM04 (cutter slots)
Pump shaft .....	C45
Shaft seal .....	Mechanical seal
Seal faces .....	Tung/Sic
Seal rubbers .....	Viton



### BBA priming system

Pump type .....	BBA MP50 Diaphragm pump
Air handling capacity .....	30 CFM (50 m <sup>3</sup> /h)
Max. vacuum .....	29 inHg (8.5 m)
Drive .....	Toothed belt (continuous drive)
Float box .....	Aluminium
Non return valve .....	Cast iron GG25
Check valve disc .....	Buna-N



### Engine

Engine brand .....	Hatz
Engine type .....	4H50TIC
Max. power output .....	75 Hp (55.4 kW)
Variable engine speed .....	1300 - 2100 RPM
Fuel consumption .....	220 g/kWh
Displacement .....	1,952 cm <sup>3</sup>
Number of cylinders .....	4
Aftertreatment .....	EGR, DOC
Exhaust emission US .....	Tier 4 Final

### LOFA control panel

- Auto start/stop system
- Two float switches included (10m cable)
- Switch Manual-0-Auto
- Warning lights
- Safety features to protect the engine
- High resolution 4.3" LCD monitor



### Fuel system

- PE fuel tank 80 US Gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Electronic fuel injection system

### Electrical system & safety features

- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down

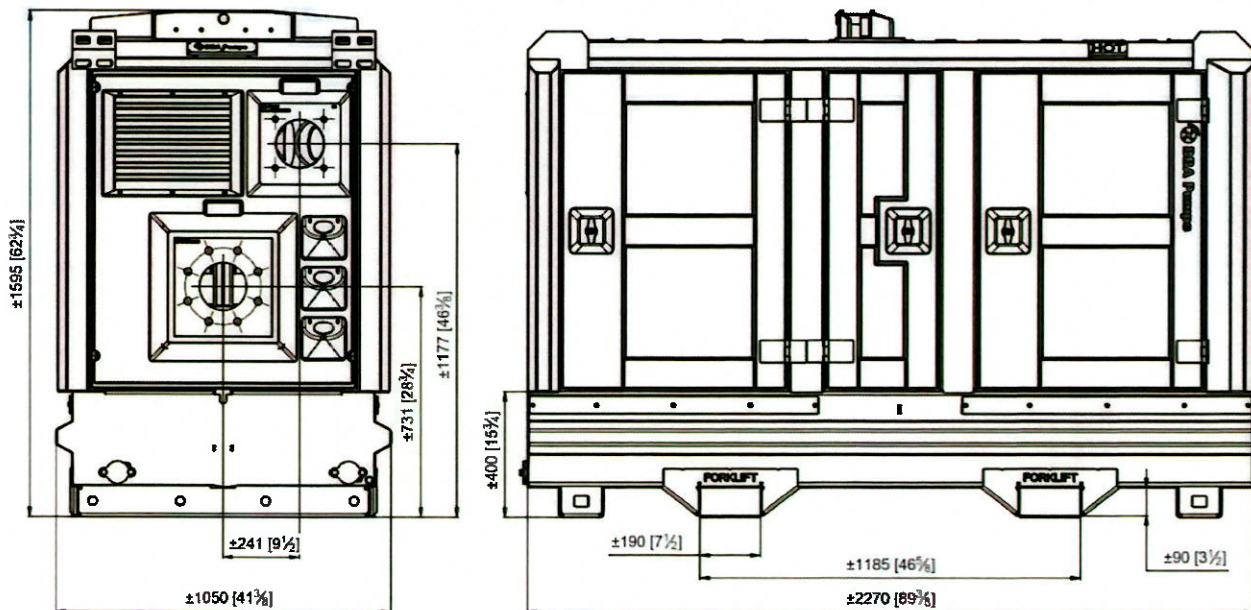
## CANOPY M10-23X

### BBA sound attenuating canopy

Canopy type.....	M10-23X
Dimensions L x W x H.....	89.4 x 41.3 x 62.8 inch
Dimensions L x W x H.....	2270 x 1050 x 1595 mm
Basic frame.....	Hot dip galvanized
Roof panel.....	Composite roof panel
Doors.....	5 lockable composite doors
Fuel tank.....	PE net 80 US Gallon (300 ltr)
Fuel tank autonomy.....	30 hours (at 1900 rpm BEP)
Fuel tank cap.....	4 inch (100mm)
Forklift pockets.....	Fitted with 2 forklift pockets
Lifting point.....	Fitted with single lifting point
Stackable.....	Canopy is stackable
Exhaust system.....	Fully integrated in canopy
Additional.....	Fitted with oil-water separator and battery isolator switch
Connections.....	Please consult "auxiliary items" in overleaf
Documentation box.....	BBA user manual and warranty book

### BBA E-lift® system

The M10-23X canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.



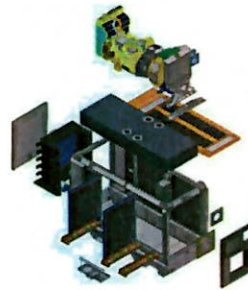
**Open impeller**  
Corrosion and abrasion resistant Chrome Moly (42CrM04) alloy.



**Fuel tank**  
Double wall fuel containment, corrosion-free, 80 US Gallon, high-density polyethylene (HDPE) fuel tank, located in base of canopy.



**Easy inspection**  
Oil glasses, drain valves and fill plugs are all easily accessible.



**Speedy servicing**  
By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine.



**Large inspection covers**  
Easy access to float box, impeller and non-return valve.



**Safety**  
Extremely durable and lockable T-locks offering perfect grip.



**4 Year limited warranty**  
The BBA limited warranty covers years or operating hours whichever occurs first. For more details please consult the BBA warranty book.



**User Manual BA series**  
Extensive user manual with important information concerning the pump unit, pump installation and safety warnings. Available in several languages.



## AUXILIARY ITEMS


## Discharge connections

Art.nr.		Ø inch	Ø mm	Connection
5080873	30°	6	150	ANSI/DIN Flange
5080899	30°	8	200	ANSI Flange
5080876	30° female (cup)	6	150	system B
5080881	30° male (ball/lever)	6	150	system B
5080813	30° female (cup)	8	200	system B
5080809	30° male (ball/lever)	8	200	system B




## Suction connections

Art.nr.		Ø inch	Ø mm	Connection
5080884	30°	6	150	ANSI/DIN Flange
5080897	0°	8	200	ANSI Flange
5080889	30° female (cup)	6	150	system B
5080890	30° male (ball/lever)	6	150	system B
5080914	0° female (cup)	8	200	system B
5080911	0° male (ball/lever)	8	200	system B



## Suction hose with strainer L=6 metre

Art.nr.	Ø inch	Ø mm	connection
7047055	6	150	ANSI/DIN Flange
7047058	8	200	Flange K295
7047008	6	150	System B male (ball/lever)
7047038	6	150	System C female (cup/lever)



## Recommended suction pipe diameter (maximum velocity = 4 m/sec)

US gallons	M3/H	FLOW (L/sec)	4"	5"	6"	8"	10"	12"
1110	252	70	8.91	5.70	3.96	2.23	1.43	0.99
1268	288	80	10.19	6.52	4.53	2.55	1.63	1.13
1427	324	90	11.46	7.33	5.09	2.86	1.83	1.27
1585	360	100	12.73	8.15	5.66	3.18	2.04	1.41
1775	403	112	14.26	9.13	6.34	3.57	2.28	1.58
1902	432	120	15.28	9.78	6.79	3.82	2.44	1.70
2061	468	130	16.55	10.59	7.36	4.14	2.65	1.84
2219	504	140	17.83	11.41	7.92	4.46	2.85	1.98

Pictures used are for illustration purposes only.

# **Manufacturer's Warranty Statement**

## **BBA Pumps N.A. Warranty Information**

### **INTRODUCTION**

Thank you for selecting a BBA Pumps product. This product is covered by the BBA Pumps "International limited warranty conditions". Prior to installing/using the product(s) please ensure that you have carefully read the user manual and that you have taken note of all stipulations in this warranty book.

Please note: All user manuals and warranty books have been translated from the Dutch language. As a result, some items may get lost in translation and/or the content and subsequent interpretation of content may be different than originally intended by BBA Pumps. Should there be any disputes about the content of these documents, the Dutch instructions will be viewed as the sole and original source to determine intended content and meaning of the instructions.

### **GENERAL**

With this writing BBA Pompen & Buizen BV (BBA Pumps hereafter) declares that all products are free from defects in materials and craftsmanship. This warranty is covered by, and limited to, the conditions and stipulations provided in this warranty book.

Should any local legislation be in place that provides additional rights, over and above the rights described by the BBA Pumps International Limited Warranty, this legislation will be applicable and will prevail over the limitations of the warranty.

Any disputes arising from or in any way connected with the subject matter of the BBA Pumps International Limited Warranty book shall be subject to the laws of the Netherlands and shall be subject to the jurisdiction of the Dutch Court in Zutphen (NL) only except that BBA Pumps may seek injunctive relief outside such jurisdiction.

### **CHANGES IN PRODUCT and/or SPECIFICATIONS**

BBA Pumps reserves the right to change standard specifications, product descriptions, pricing and application of any product produced, designed and/or sold by BBA Pumps at any time without prior written or oral notice. Any changes made to these products will not give any rights nor give rise to claims to update products sold and/or supplied previous to the relevant changes.

### **BEFORE FIRST COMMISSIONING**

All products produced and/or sold by BBA Pumps have been extensively tested for quality and their correct functioning prior to shipment. Due to the nature of the products, the functioning of the products is directly linked to the manner in which the products are installed and/or deployed. As BBA Pumps has no influence over the manner of installation, we would like to advise all dealers, resellers and end-users to verify that the products are correctly installed before putting them into operation.

Damages caused by faulty installation, operator error and/or mis-use of the products will not be covered by the BBA Pumps International Limited Warranty.

**WARRANTY PERIODS**

The warranty period commences on the day of delivery to the first owner/end-user, or 12 months after the date of shipping from the BBA Pumps factory, whichever comes first. Any residual time of the warranty period is transferrable to subsequent owners should this be applicable. In case of repairs, the remaining period of the original warranty will apply to any component or part that was replaced or repaired under warranty. The BBA international limited warranty will expire after the stated amount of months, or after the maximum amount of running hours is achieved, whichever is first.

PRODUCT	Warranty periods (effective 01/01/2014)				
	0-12 months	13-24 months	25-36 months	37-48 months	Max. operating hours
BA series/BE series	100%	100%	75%	50%	2000
BA-C series	100%	100%			2000
BV series	100%				2000
PT series	100%	100%	75%	50%	2000
BL series	100%				2000
MP50-100	100%	100%	75%	50%	2000
Custom units	100%				2000
Piping, accessories* and (pump) parts	100%				N/A
For all products, or components thereof, not manufactured by BBA Pumps, all warranties extended to BBA Pumps will be passed on to our customers. The terms and conditions determined by the original manufacturer will apply. This includes, but is not limited to, drive components such as electric motors and/or diesel engines.					
Custom units are products that have been built to customer specifications and are not part of our standard product ranges.					
<i>* Layflat hoses are excluded from the standard BBA Limited Warranty</i>					



#### **WHAT THE WARRANTY DOES COVER**

The warranty covers the costs of the replacement or repair of defective parts or of obtaining equal parts – whichever creates the least cost for BBA Pumps. A faulty product under the conditions of this warranty, is defined as a product (or part thereof) that has been found to have a technical defect at the time of delivery.

All repairs done under warranty need to be done using original BBA spare parts and by a certified BBA Pumps distributor, re-seller or mechanic during normal office hours.

#### **WHAT THE WARRANTY DOES NOT COVER**

The BBA Pumps International Warranty does not cover products or parts thereof that have been damaged during transport, installation or repairs or due to faulty use, carelessness or negligence, overloading, insufficient lubrication, cavitation, normal wear and tear, faulty installation, abuse or not following the procedures as stipulated in the user manuals. Any damages caused by foreign objects being inserted into, or passed through, the pump are also not covered by the warranty. Furthermore, shaft seals and damages caused by frost, "exploding" pump casings and shaft breakages are excluded from the warranty.

In addition, modifying or altering BBA products and using parts other than the original BBA spare parts will void the warranty as a whole. This includes modifications of any software or electronic part that has altered the function, performance and/or durability of the product, or if the changes alter the original field of use (to be determined by BBA Pumps). The warranty is also void when seals are broken, settings are changed or if the product(s) have been used for purposes for which it is clearly not intended or that are in breach of legislation. The warranty does not cover any damages resulting from coupling the pump to engines, gearboxes or any other products, including but not limited to electric components, that have not been approved by BBA Pumps.

Under no circumstance will BBA Pumps provide compensation for indirect damages, subsequent damages, incidental costs or any costs resulting from these or related to these damages. Including, but not limited to, travel expenses, transport costs, costs incurred to gain access to the product(s), costs for lifting equipment, costs for replacing products (including rental costs), time lost due to the breakage, loss of income, loss of time, loss of property, personal injury or damages to anything other than the product(s) supplied by BBA Pumps.

#### **OBLIGATIONS OF THE OWNER**

The owner of the product(s) is, at all times, responsible for the correct operation, maintenance and servicing of the BBA product(s) as described in the owner's manual and this warranty book. In order to establish that the products have been serviced as per the provided instructions, the owner is required to provide a complete service history in writing for these products. This service history needs to be provided to subsequent owners (if any) for the BBA Pumps International limited warranty to be transferred.

In order for the warranty as described in this document to apply, in any form or manner, the owner is required to comply with the regulations as stated in this publication, or any other relevant document provided by BBA Pumps. Failure to comply with these regulations and prerequisites will void the warranty as a whole.

### **REPORTING A DEFECT**

In the case that a defect is detected, it is the responsibility of the owner to stop using the product immediately, and/or decommission it. The defect shall then be reported to a BBA Pumps importer, distributor, dealer or workshop using the accompanying warranty request form within eight (8) days.

Such notifications should be made as soon as possible, and no later than eight (8) days after the date the user has noticed the defect, or should have noticed it, and therefore no later than eight (8) days after the warranty has expired.

We recommend the owner secures some evidence with regards to the date the defect has been reported, such as a copy of a letter.

The warranty request form should be filled out completely and truthfully by a BBA importer, distributor or dealer, and handed over to the BBA Pumps BV service coordinator, together with the defective product concerned and/or explicit photographs. You can find the warranty request form at the back of this booklet (or on [www.bbapumps.com/warranty](http://www.bbapumps.com/warranty))

If BBA Pumps replaces spare parts/products in order to comply with the warranty obligations, all parts/products replaced will become the property of BBA Pumps. Transport costs for any products or spare parts are to be paid by the other party.

### **APPROVAL OF A WARRANTY CLAIM**

Warranty claims can only be considered and approved by persons appointed by BBA Pumps, and only after all materials have been delivered for assessment.

Any new parts sent in advance will be delivered and invoiced according to the BBA Pumps Terms of Delivery and all payment should be made within the specified period. Any reimbursements and/or credits due after the warranty claim has been approved will be settled afterwards.