



SERVICES CONTRACT

Bid # C18-16 Godley Station Canopy Installation

This contract is made and entered into by and between, the Board of Public Education for the City of Savannah and the County of Chatham, the body corporate responsible for public education in the City of Savannah and the County of Chatham commonly known as the Savannah Chatham County Public School System (hereinafter referred to as the "District"), which is located at 208 Bull Street, Savannah, GA 31401 and, _____ located at _____, (____) _____ Phone, (____) _____ Fax, (hereinafter referred to as "Service Provider"). This Contract shall be effective on the last date set forth on the signature page.

WITNESSETH

WHEREAS, The District desires to engage a qualified and experienced firm to provide the goods and/or services requested in Bid C18-16.

WHEREAS, the Service Provider has represented to the District that it is experienced and qualified to provide the services contained herein, and the District has relied upon such representation.

NOW THEREFORE, in consideration of the mutual promised and covenants herein contained, it is agreed by and between the District and the Service Provider that the District hereby engages the Service Provider and the Service Provider hereby agrees to perform the services hereinafter set forth:

ARTICLE I- TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The service to be provided by the Service Provider as described in Article IV is to commence upon the execution of this contract, and/or upon a date mutually agreed upon by the District's Contract Administrator, and the Service Provider. **THE TERM OF THIS CONTRACT WILL REMAIN IN EFFECT UNTIL ALL WORK IS COMPLETED AND ACCEPTED BY THE DISTRICT PROJECT MANAGER.** Final Completion shall be within _____ days after receipt of purchase order and/or Notice to Proceed.

SECTION I-2. REQUIREMENT FOR MANDATORY PERFORMANCE. The words "shall"; "will" and "must" may be used interchangeably in this Contract; and in any case will indicate a required or mandatory performance by the Service Provider.

SECTION I-3. DISTRICT ADMINISTRATION. The Administration of this Contract for the District shall be the responsibility of its administrative staff, hereinafter called "PROJECT MANAGER". _____, **SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM, 208 BULL STREET, ROOM _____, SAVANNAH, GA, 31405, (912) 395-XXX (PHONE), (912) XXX-XX CELL, (912) XXX-XXX FAX, OR email address.** Project Manager for this contract shall be responsible to the District Superintendent who is responsible to the District for the proper effectuation of the District's obligations under the terms of this Contract.

SECTION I-4. DISTRICT PROJECT MANAGER'S DUTIES AND AUTHORITY. The Project Manager is the District's staff member primarily responsible for the day-to-day management of this contract. They shall act as the official liaison between the Service Provider and the District. The Project Manager shall arrange for conferences and the exchange of data and information and for necessary approvals, except for such portion of these liaison duties as may be specifically delegated to the Service Provider under other provisions of the contract.

All correspondence, data, information and reports shall be directed to the Project Manager. The number of copies of such data shall be designated by the Project Manager to provide for proper distribution to the parties concerned. The Project Manager shall be responsible for the maintenance of all records and correspondence concerning this contract for the District.

The Service Provider shall meet with the District for review of the work as determined by the Project Manager. The services will be performed to the satisfaction of the Project Manager, subject at all times to the Superintendent's approval, whose decision upon any question connected with the aforementioned service, or any failure or delay regarding same shall be final and conclusive.

The Project manager will expedite any necessary decisions regarding provisions of this contract that affect the performance of the Service Provider.

SECTION I-5. PERSONNEL AND EQUIPMENT. The Service Provider represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to perform the services of this contract; none of whom shall be employees of, nor have any contractual relationship with the District. All of the services required hereunder will be performed by the Service Provider under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-6. SCHEDULING OF TASKS. The Service Provider shall energetically and expeditiously carry out the required services within the time required by the District.

SECTION I-7. REVIEW OF WORK IN PROGRESS. Authorized representatives of the District may at all reasonable times review and inspect the activities required under the contract.

SECTION I-8. CHANGES TO THIS CONTRACT. The District may, at any time, request changes in the scope of services of the contract to be performed hereunder. Such changes, including any increase or decrease in the term, rate or amount of the Service Provider's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the District and this Service Provider, shall be incorporated in written amendments to this contract.

SECTION I-9. DELAYS AND EXTENSION OF TIME. If the Service Provider is delayed at any time in the progress of providing services by an act or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fires, act of God, or other documented, unexpected causes beyond the Service Provider's control, or by delay authorized by the District, then the contract term of service and/or cost may be extended by a contract modification for such reasonable time as the District and the Service Provider may agree.

An extension of time for the Service Provider's performance under these circumstances is the Service Provider's only remedy, and the Service Provider shall not be entitled to damages for delay.

SECTION I-10. TERMINATION OF CONTRACT FOR CAUSE/DEFAULT. If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Service Provider shall violate any of the covenants, agreements or stipulations of this contract, the Service Provider shall be in breach of this Contract and the District shall thereupon give written notice of the default to the Service Provider and allow the Service Provider seven (7) calendar days from which to cure such default. If the default is not cured to the District's satisfaction within seven (7) calendar days, the District shall have the right to terminate for cause the contract by giving written notice to Service Provider of such termination and specifying the effective date of termination, at least five (5) days before the effective date of such termination for cause.

In that event, and as of the time notice is given by the District, all finished or unfinished services, reports or other materials prepared by the Service Provider shall, at the option of the District, become its property, and Service Provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Service Provider shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by the Service Provider and the District may withhold any payments to the Service Provider until such time as the exact amount of damages due the District from the Service Provider is determined.

If the contract is terminated by the District as provided herein, the Service Provider will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the Service Provider covered by the contract, less payments of compensation previously made.

SECTION I-11. TERMINATION OF CONTRACT FOR CONVENIENCE. The District may terminate this contract for convenience, for no reason or any reason at all, by giving the Service Provider a thirty (30) day written notice prior to the effective date of such cancellation.

In that event, as of the effective date of the cancellation, all finished or unfinished services, reports or other materials prepared by the Service Provider shall, at the option of the District, become its property, and Service Provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Service Provider shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by the Service Provider and the District may withhold any payments to the Service Provider until such time as the exact amount of damages due the District from the Service Provider is determined.

If the contract is terminated by the District as provided herein, the Service Provider will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the Service Provider covered by the contract, less payments of compensation previously made.

SECTION I-12. TERMINATION OF CONTRACT FOR LACK OF FUNDING. The obligation of the District for payment to the Service Provider is limited to the availability of funds appropriated in a current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

In that event, as of the effective date of the cancellation, all finished or unfinished services, reports or other materials prepared by the Service Provider shall, at the option of the District, become its property, and Service Provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Service Provider shall not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by the Service Provider and the District may withhold any payments to the Service Provider until such time as the exact amount of damages due the District from the Service Provider is determined.

If the contract is terminated by the District as provided herein, the Service Provider will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the Service Provider covered by the contract, less payments of compensation previously made.

SECTION I-13. SERVICE PROVIDER TO COOPERATE WITH OTHER SERVICE PROVIDERS, AND AGENCY REPRESENTATIVES. If the District undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers, service providers and employees of the District and carefully fit its own work to such additional work as may be directed by the District. The Service Provider and its sub-Service Providers shall not commit or permit any act which will interfere with the performance of work by any other Service Provider, Service Provider or by District employees. Costs caused by ill-timed work shall be borne by the responsible party as deemed by the District.

SECTION I-14. INDEMNIFICATION. The Service Provider agrees to protect, defend, indemnify, and hold harmless the District, its board members, officers, agents and employees (collectively the "Indemnitees") from and against any and all liabilities, damages, claims, suits, liens, and judgements of whatever nature, including claims for the injury or death of any person or persons, or damage to property or other rights of any person or persons, to the extent they are caused by the Service Provider, its agents, employees, subcontractors, or others working on the Service Provider's behalf. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Service Contractor. The parties do not intend

for this indemnification provision to extend to claims for losses or injuries caused solely by the negligence of the Indemnitees or by the Indemnitees' recklessness or intentional misconduct.

The Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the District, at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc. are groundless, false or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider or his sub-Service Providers or anyone directly or indirectly employed by any of them.

The Service Providers obligation to indemnify the District under this section shall not be limited in any way by the agreed upon contract price shown in Article II or to the scope and amount of coverage provided by any insurance policy maintained by the Service Provider including, without limitation to, the insurance required to be maintained by the Service Provider pursuant to Section II-7. of this contract.

SECTION I-15. COVENANT AGAINST CONTINGENT FEES. The Service Provider shall comply with the relevant requirements of all Federal, State, County, or other local laws. The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the District shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee or gift.

SECTION I-16. PROHIBITED INTERESTS. The Service Provider and its sub-Service Providers warrant that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of the services provided hereunder. The Service Provider further agrees that, in the performance of this contract, no person having such interest shall be employed, and that no member, officer, or employee of the District during his/her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION I-17. SUBCONTRACTING. The Service Provider shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved sub-Service Providers and their personnel assigned to this contract shall be listed on Attachment A of this document.

SECTION I-18. ASSIGNABILITY. The Service Provider shall not assign or transfer whether by an assignment or ovation, any of its rights, obligations, benefits, liabilities, or other interest under this contract without the written consent of the District.

SECTION I-19. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Service Provider agrees as follows:

- A. The Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap or marital status;
- B. The Service Provider will, in all solicitations or advertisements for employees, insure that qualified applicants will receive consideration for employment and will take affirmative action to employ applicants without regard to race, creed, color, sex, age, National origin, place of birth, physical handicap or marital status. Such action will include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- C. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provision will be binding upon each sub-Service Provider,

provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION I-20. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the District may deem necessary, the Service Provider and his sub-Service Providers shall make available for examination by the District and/or representatives of the District's Internal Audit Department, all of its records related to matters covered under this contract. It shall also permit the District and/or representatives of the District's Department of Internal Audit to audit, inspect, examine, and make copies of excerpts or transcripts from such records pertaining to personnel, conditions of employment and other data relating to all matters covered by this contract. All documents to be audited shall be available in the main office of the District or at the offices of the Service Provider.

If the District determines through an audit or otherwise that the Service Provider has overcharged the District or failed to actually provide all of the good and/or services billed by the Service Provider to the District, then the Service Provider agrees to repay the District in full for any improper charges within thirty (30) days of demand by the District.

SECTION I-21. VERBAL AGREEMENTS OR CONVERSATIONS. No verbal agreement or conversation with any officer, agent or employee of the District either before, during, or after the execution of this contract shall affect or modify any of the terms or obligations herein contained. All changes to the contract will be in writing and amended hereto as prescribed in Section I-8.

SECTION I-22. INDEPENDENT SERVICE PROVIDER. The Service Provider shall perform the services under this contract as an independent Service Provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be interpreted or construed to constitute the Service Provider or any of its sub-Service Providers, agents, or employees to be the agent, employee or representative of the District.

SECTION I-23. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to the District under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to the District's Project Manager or at such other place or places as may be subsequently designated by written notice to the Service Provider.

All written notices, demands or other papers or documents to be delivered to the Service Provider under this contract will be transmitted by certified mail, postage prepaid, and addressed as follows: _____

SECTION I-24. CHOICE OF LAW. This contract shall be deemed to have been executed in the City of Savannah, Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia. Any lawsuit arising out of this Agreement shall be filed in a court of competent subject matter jurisdiction in Chatham County or the Southern District of Georgia, Savannah Division. The Service Provider agrees in advance to waive the defenses of lack of personal jurisdiction or improper venue in any such court.

SECTION I-25. COMPLIANCE WITH LAWS. The Service Provider shall comply with all applicable Federal, State, County, City, and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to building codes and permits and/or municipal business licenses, building permits, and other local requirements as applicable.

SECTION I-26. POST CONTRACT TERM COMPLETION OF WORK: The Service Provider shall be entitled to complete any work assignments issued near the end of the term of this contract but which requires additional time for completion beyond the termination date of this contract.

SECTION I-27. ACCURACY OF WORK WARRANTED. The Service Provider hereby warrants the accuracy of the services provided hereunder the terms of this contract and shall promptly correct any errors or admissions at no additional cost to the District. Acceptance of the services by the District will not relieve the Service Provider of the responsibility for subsequent correction, at no additional cost to the District, of any errors and omissions for a period of twelve (12) months after substantial completion of the work.

At any time during the course of this contract, the Service Provider, under this agreement shall confer with the District to correct any errors or omissions made by the Service Provider. The Service Provider shall prepare any reasonable data required by the District to correct such errors or omissions. The Service Provider shall give immediate attention to these changes so that there will be minimum downtime or delay of services to the District.

ARTICLE II- COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR SERVICES. The District shall pay the Service Provider for his services as follows: **AS LISTED ON PAYMENT SCHEDULE- ATTACHMENT "B"**.

SECTION II-2. COMPENSATION SCHEDULE. The detailed project compensation schedule is identified herein in Attachment "B" and is attached hereto and incorporated as part of this contract. Any changes to the cost will be directed to the Service Provider by the District's Project Manager in writing, and said document shall automatically become an addition to Attachment "B".

SECTION II-3. METHOD OF COMPENSATION. The compensation provided for herein shall include all claims by the Service Provider for all costs incurred by the Service Provider in the conduct of work as authorized by the approved deliverable and payment schedule. Payment will be made to the Service Provider after receipt of a correct invoice and approval of the payment amount by the District.

SECTION II-4. TERMS OF PAYMENT & INVOICING: The Service Provider shall invoice the District in accordance with the payment and deliverable schedule included herein, after the work has been accepted by the Project Manager or his representative. Payment terms are 2% Net 40. **The District will not honor or consider any price increases, shipping charges, fuel surcharges, or any add-on cost during the performance period of the contract.** The Service provider shall identify the following items on all invoices submitted to the District for payment:

- A. Purchase Order Number
- B. Part number/Description/Nomenclature
- C. Site Destination/Service Location
- D. Equipment Brand/Model and Serial Number
- E. Description of Services Provided
- F. Date(s) of Service
- G. "All Inclusive" Unit Cost* (*Absolutely no added charges will be accepted or paid which includes but is not limited to: shipping, freight, fuel surcharges, per diem, travel charges etc.).
- H. Extended Unit Cost
- I. Total Invoice Amount
- J. Inspection Report Documents
- K. Receiving Affidavit/Receiving copy signed by the site representative or the Project Manager

An original copy of all invoices shall be mailed to:

Savannah-Chatham County Public School System
Attn: ACCOUNTS PAYABLE
208 Bull St., Room 119
Savannah, GA 31401

Copies of all invoices, along with required acceptance documents and reports shall be submitted to:

Project Manager
208 Bull Street, Room 305
Savannah, GA 31405
(912) 201-5687 (Fax)

SECTION II-6. LIQUIDATED DAMAGES. The District will reduce the Service Provider's invoice in the amount of **\$500.00 /PER DAY** for sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Service Provider's invoice for failure to provide the services as specified, to include late delivery. The parties agree that the specified liquidated damages are not established as

a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the District for such delay or interruption in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.

Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

SECTION II-7. INSURANCE PROVISIONS. The Service Provider shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Service Providers bid or fee proposal. Prior to the commencement of any work, the Service Provider shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Service Provider's insurance policy for the duration of the contract term.

- a. *Commercial General Liability*- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Service Provider will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. *Worker's Compensation Insurance*- Statutory in accordance with O.G.C.A. § 34-9-1 *et. seq.*
- d. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

SECTION II-8. BUSINESS LICENSE/TAX CERTIFICATE. Service Provider shall submit to the District a current Chatham County, City of Savannah, or other Municipal license, unless otherwise specified.

SECTION II-9. PERFORMANCE BOND. If the contract price accepted by the District exceeds \$100,000.00, then Service Provider shall represent to the District, before the Contract is signed, that it is ready, able, and willing to secure a performance bond in the amount equal to the total amount payable under the terms of this Agreement and shall be increased as the contract amount is increased as provided by O.C.G.A. § 36-91-70 *et. seq.* Upon or within seven (7) days of the execution of this contract, the Service Provider will provide proof to the District that it has obtained the required performance bond. Failure to obtain and provide proof of the required bond within seven (7) days of the execution of this contract will be a material breach that will warrant termination of this contract for cause.

Bonding Company must be listed in the *Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Surties on Federal Bonds as Acceptable Reinsuring Companies; Notice.* A State of Georgia bonding form must be provided.

SECTION II-10. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The Service Provider shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the costs incurred on the project, where appropriate, and shall make such material available at all reasonable times, during the period of the contract and for three (3) years from the date of final payment under the contract, for inspection by the District or any reviewing agency, and copies thereof shall be furnished upon request. The Service Provider agrees that the provisions of this article will be included in any contracts it may make with any subcontractor, assignee or transferee.

SECTION II-11. PAYMENT OF TAXES AND FEES. The Service Provider shall request and obtain all necessary inspections from the Project Manager should the same be required. The cost of any permit fees required shall be paid by the Service Provider.

ARTICLE III- SERVICES PROVIDED BY THE DISTRICT

SECTION III-1. SCOPE OF SERVICES. It is agreed and understood that certain services, if required, will be performed and furnished by the District in a timely manner so as not to delay the Service Provider unduly in his performance and obligations.

- A. The Board's designee shall have the authority to carry out the recommendations provided by the Service Provider on behalf of the manufacturer.
- B. The Board will keep the area free of materials which are extraneous to the project area and will be responsible for making the area accessible to facilitate the work to be performed by the Service Provider.

SECTION III-2. INFORMATION TO THE SERVICE PROVIDER. The District will supply the Service Provider with adequate copies of all data pertaining to the required service, plus full information as to the District's requirements for the service including any known pertinent data from other Service Providers performing work that would affect this project.

SECTION III-3. DISTRICT STAFF RESPONDING TO SERVICE PROVIDER EXPEDITIOUSLY. The District will examine all data as the District deems appropriate for such examination and will render written decisions pertaining thereto within a reasonable time so as not to delay the work of the Service Provider.

SECTION III-4. DISTRICT GIVING NOTICE OF PROBLEMS. The District shall give prompt verbal and/or written notice to the Service Provider whenever the District observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY. The District will guarantee access to and make all necessary provisions for the Service Provider to enter upon public and private property as required for the Service Provider to perform the services under this contract.

ARTICLE IV- SCOPE OF SERVICES

SECTION IV-1. SERVICE PROVIDER MISSION STATEMENT. The Service Provider shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of it profession.

SECTION IV-2. DETAILED SCOPE OF SERVICES. The detailed scope of services to be performed by the Service Provider includes those services required and issued to the Service Provider by the District's Project Manager. All work shall comply with current City, County and Municipal codes and shall be inspected or caused to be inspected by the District's Project Manager as appropriate.

Section IV-2.1-SCOPE OF SERVICES

[INSERT DESCRIPTION OF SPECIFIC SERVICES]

Section IV.2.1 SITE CONDITIONS/WORK SCHEDULE:

The Service Provider shall keep the premises clean and free from the accumulation of waste materials and rubbish. This shall be done on a daily basis. At the completion of the work, Service Provider will remove all waste materials and rubbish as well as all tools, equipment and surplus materials.

Work can be accomplished during normal business hours. Unattended work areas must be covered or blocked off when the Service Provider is not on site. Service Provider must maintain clear access around the work area at all times.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this contract to be signed, sealed and delivered.

SERVICE PROVIDER

BOARD OF PUBLIC EDUCATION FOR THE CITY OF
SAVANNAH AND THE COUNTY OF CHATHAM

Authorized Agent,
Title

LARRY O. JACKSON
INTERIM CHIEF FINANCIAL OFFICER

DATE

DATE

BID NO. C18-16

ATTACHMENT "A"
SUB-SERVICE PROVIDERS

Name of Subcontracting Firm:	Address:	Type of Service(s) to be Provided:

In the event that personnel changes are approved by the District, the Service Provider shall amend this list and attach the amended list and incorporate hereto the amended list.

ATTACHMENT "B"
PROJECT COMPENSATION AND DELIVERABLE SCHEDULE

Payment will be made by invoice submitted to the Project Manager for services satisfactorily completed. Contract prices are "all inclusive" as follows:

LUMP SUM FEE \$_____

Final Completion shall be within _____ days after receipt of purchase order and/or Notice to Proceed.

***All inclusive" cost for all labor, supplies, equipment, travel time, per diem, insurance, licensing, fuel surcharges, etc. for "turn-key project based on the scope of work."*