

CENTRAL STATE HOSPITAL
POLICY

SUBJECT: CONSTRUCTION, CONTRACTS, PROCESSING AND BIDDING

ANNUAL REVIEW MONTH: May

RESPONSIBLE FOR REVIEW: Financial Services Manager

LAST REVISION DATE: July 2009

I. POLICY

- A. PURPOSE: To ensure Central State Hospital (CSH) is processing and bidding construction contracts according to State Laws and Regulations.
- B. APPLICABILITY:
- C. DEFINITIONS:
- Amendment -- A revision or change to a document -- often used to correct a solicitation. An agreed addition to, deletion from, correction or modification of a document or contract.
- Best Interest of the State -- Provides the rationale for an official to use discretion in taking the action deemed to be most advantageous to the jurisdiction.
- Bid -- An offer submitted by a prospective vendor in response to a Request for Quote (RFQ) issued by a purchasing authority; a bid becomes a contract upon acceptance by the buyer.
- Bid Bond -- An insurance agreement accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder shall not withdraw the bid. The bidder shall furnish bonds as required, and if the contract is awarded to the bonded (insured) bidder, the bidder shall accept the contract as bid, or else the surety shall pay a specific amount.
- Bidders Conference -- A meeting of prospective bidders, arranged by a purchasing office, to help potential bidders understand the requirements of the RFQ or RFP.
- Bid Documentation -- File containing all information relating to the bid, including requirements, purchase requests, request for quote, all bids in response to the RFQ, bid evaluation and award information.
- Bid Protest -- A formal complaint made against the methods employed or decisions made by a procurement authority in the process leading to the award of a contract.
- Boilerplate -- Used in purchasing to identify standard terms and conditions incorporated in solicitations, contracts, or purchase orders which are often pre-printed or incorporated by reference.
- Change Order -- A written alteration to a contract or purchase order, signed by the purchasing authority, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.
- Construction Contract -- The purchase of a requirement, which shall be met through the building

or construction of something related to real property, usually regarded as "public works." A special kind of purchase usually handled as a project or job, and not regarded as a term contract in the sense of Statewide, Agency or MSLR contracts.

Request for Quote -- A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

Late Bid or Proposal -- A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time.

Notice of Award -- A written notification from the jurisdiction to the successful bidder, or offer stating that there is an award of a contract in accordance with a bid or proposal previously submitted, and that effective with receipt the vendor or contractor shall proceed with performance. (Used with Open Agency Contract Awards)

Partial Payment -- The payment authorized in a contract upon delivery of one or more units called for under the contract, or upon completion of one or more distinct items of service called for thereunder.

Performance Bond -- A bond, executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

Pre-Bid Conference -- Meeting held with prospective bidders prior to solicitation of bids, to clarify any ambiguities, answer bidder questions, and ensure all bidders have a common basis of understanding regarding the supplies or services required.

Protest -- A written objection by an interested party to an RFQ or RFP solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

Public Bid Opening -- The process of opening and reading bids at the time and place specified in the RFQ and in the presence of anyone who wishes to attend.

Site Inspection -- Visit to the actual location where the contract is to be performed by potential bidders or offerors to become familiar with site conditions.

Specification -- A description of the physical and functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

Statement of Work -- Detailed description of the work which the purchasing jurisdiction wants the contractor to perform.

Tabulation of Bids -- The recording of bids and bidding data listing items offered, prices, delivery schedules, etc., submitted in response to a solicitation for purposes of comparison, analysis and record keeping.

Terms and Conditions -- All language in a contract, including applicable standard clauses with special provisions; the rules under which all bids must be submitted, and the stipulations, applicable to most contracts, often published by purchasing authorities for the information of all potential bidders.

D. POLICY STATEMENT: CSH shall follow state purchasing laws and regulations regarding construction contracts.

E. DISCUSSION:

II. PROCEDURE

RESPONSIBILITY

ACTION

Plant Operations Department
exception ____

- A. Shall submit e-procurement requisition as well as submitting a hard copy of requisition, with the of Capital Outlay Projects
- B. Shall define and develop the scope of work including:
 - (1) Technical specifications
 - (2) Prints and drawings
 - (3) Shall solicit architectural services as necessary.
- C. Shall assign Project Manager
- D. Shall monitor the project.
 - (1) Shall communicate in writing change order justification.
 - (2) Shall approve payment requests.
 - (3) Shall notify Procurement of final and complete project with final payment approval.
- E. Shall prepare project manual and provide procurement with a minimum of 2 copies.

NOTE: It is imperative that Procurement staff review all correspondence reference the project.

Procurement Officer:

- A. Shall prepare e-quote.
- B. Shall prepare Project Manual and provide Plant Operations Department with a minimum of two copies.
- C. If an e-quote
Procurement shall:
 - (1) Handle solicitation
 - (2) Coordinate with Plant Operations Department the set up of the pre-bid conference
 - (3) Handle bid opening
 - (4) Tabulation and evaluate bids
 - (5) Ensure contracts are signed
 - (6) Make the award
 - (7) Issue notice to proceed
 - (8) Monitor project as it relates to Procurement
 - (9) Process change orders
(See Attachment A – APM Exhibit IV F)
 - (10) Prepare payment request
 - (11) Maintain “official” audit file

Plant Operations Department:

- A. Shall coordinate with Procurement and set schedule for the pre-construction meeting.
- B. Shall submit approved payment request to Financial Services and provide Procurement with a copy.

Note:

Bond Projects: Procurement staff shall submit copy of final project letter to the Finance Office.

PRE-BID CONFERENCE

Plant Operations

- A. Will ensure that all pre-bid conferences shall be tape recorded and official minutes taken. Minutes shall be typed and posted on the Georgia Procurement Registry within 3 working days
- B. Shall ask all attendees to sign in on the official attendance form.
- C. Shall open the meeting by welcoming vendors and attendees, and making introductions.
- D. Shall identify project and advise attendees of the Architect or Engineer.
- E. Shall ensure attendees have bid package.
- F. Shall turn meeting over to Engineer or Architect to explain the project.
- G. Shall ensure that time is allowed for Safety Director comments, Project Manager comments, and End User comments.
- H. Shall ensure vendors have opportunity for asking questions.
- I. Shall advise vendors of site visit requirements and/or opportunities.
- J. Shall conduct exit conference after allowing opportunity for questions; shall adjourn conference.
- K. Shall state during the pre-bid conference whether or not project is bonded and shall review special requirements.
- L. Shall state insurance requirements

BIDS AND BID OPENING

Procurement Staff

- A. Shall post all bid solicitations on E-quote system..
- B. Shall ensure all pertinent solicitation documents are loaded into E-quote System
- C. Shall ensure all E-quote documents are placed in a secured file prior to award and closing..
- D. Shall open all E-quotes on designated date/
- E. E-quote system marks "late" bid award (except at the sole discretion of State Purchasing)
- F. Shall ensure E-quote solicitation documents are proper and complete.
- G. Shall download E-quote tabulations and determine lowest "responsible" bidder.
- H. Shall issue purchase order.

PRE-CONSTRUCTION MEETING

Plant Operations Department

- A. Shall ensure the pre-construction meeting is tape-recorded and official minutes taken. The Architect or Engineer shall distribute the minutes within three working days. On capital Outlay Projects the A/E provides the minutes
- B. Shall welcome attendees and make introductions.
- C. Shall ask all attendees to sign in on the official attendance form.
- D. Shall identify the awarded contractor and describe the project.

Architect/Engineer
Or Hospital Engineer

- A. Shall address the project completion time frame, change orders and procedures, payment request and procedures.
- B. Shall advise the contractor that no advertisement or signage is allowed on state property.
- C. Shall ask Contractor to provide schedule of work and discuss procedures for power or utility interruptions.
- D. Shall provide opportunity for questions and answers.

Safety Director

Shall give brief overview of hospital safety policies/procedures. CLIENT SAFETY IS OF GREAT CONCERN.

Plant Operations

- A. Shall provide verbal notice to proceed with written notice to follow the same day.
- B. Shall exit conference.

Close-Out Letter
Engineer

Shall issue a project close-out letter. (See attached.)

CONSTRUCTION FILE

Procurement Officer

Shall set up the construction file in a folder with six parts as follows:

1. Award
Contractor's bid
Change orders
References
All documents pertaining to contract
2. Payments
Ledger
3. Bonds & Insurance
4. Letters and memos
Bids
Bid tabulation sheet
5. Pre-bid conference minutes

- Pre-construction meeting minutes
- Sign-In sheets
- Emails and written notes regarding the contract
- 6. Architect contract

III. REFERENCES: Purchasing Act, State of Georgia Annotated Code 50-5.

APPROVED:

This policy has been approved by the CEO and CMO in September, 2009.

Attachments A:

- Construction Contract Form of Agreement
- Performance Bond
- Payment Bond
- Certificate of Insurance
- Attachment B:
- Expiration of contract letter

Attachment A-1
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CONSTRUCTION CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year Nineteen Hundred and _____ by and between the Department of Human Resources, Central State Hospital, an Agency of the State of Georgia, hereinafter called the Owner, whose address is Milledgeville, Georgia 31062 and _____ thereinafter called CONTRACTOR whose address is _____ .

WITNESSETH:

WHEREAS, Owner has had prepared drawings, plans, specifications and addenda describing certain construction work it requires, the originals of which are on file and of record in the Owner's offices, and are, by this reference, specifically incorporated herein; and

WHEREAS, CONTRACTOR, having obtained an exact copy of said drawings, plans, specifications and addenda, has submitted the bid for such work that is the most beneficial to the State of Georgia.

NOW, THEREFORE, the Owner and the CONTRACTOR in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

SCOPE OF WORK - The CONTRACTOR shall furnish all labor and tools to perform all the Work shown on the attached specifications as provided in the specifications for _____ . It is the intent and it is hereby agreed that the CONTRACTOR shall perform all work covered by this Contract and the Contract Documents.

TIME OF COMPLETION - This Contract shall be commenced within ten (10) days after notice to proceed is issued by the Owner and shall be fully completed in _____ days from and including the date of the Notice to Proceed, time being of the essence.

CONTRACT SUM - The Owner shall pay the CONTRACTOR the sum of _____ subject to adjustment by additive or deductive Change Orders.

PROGRESS PAYMENTS -

- A. The Owner shall make progress payments on account of the contract as follows: On or about the 15th day of each month 90 percent of the value, based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments, until one-half of the contract sum is due.**

- B. At any time after one-half of the contract sum, including change orders, becomes due and the work is: on or ahead of the construction progress schedule; there are no breaches of orders of condemnation; there is no delinquency in the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article E-15 of the general conditions; and there are no unsatisfactory performance evaluations, if the Contractor requests and the Owner and Architect approve, the sum being withheld as retainage will be converted to a lump sum and held by the Owner until final completion.**

- C. No further retainage will be withheld by the Owner from payments to the Contractor unless: (1) the percentage of work complete falls behind the percentage required by the construction progress schedule by as much as 15 per cent, or; (2) the Contractor breaches an order of condemnation, or; (3) there are no unsatisfactory performance evaluations, or; (4) the Contractor becomes delinquent in regard to the filing of the final breakdown and accounting, together with vouchers, on force account work as referred to in Article E-15 of the general conditions, in which event or events the Owner shall reinstate the 10 per cent retainage on all periodical estimates due to be paid while one or more of the events continues to exist. The Contractor will be given written notice of the reinstatement of the retainage.**

This Agreement and the proceeds of this Agreement may not be assigned nor may the performance thereunder be assigned, except with the prior written consent of the Owner.

The failure of the Owner at any time to require performance by the CONTRACTOR of any provision hereof, shall in no way affect the right of the Owner thereafter to enforce any provision or any part of the Contract, nor shall the failure of the Owner to enforce any breach of any provision hereof to be taken or held to be a waiver of such provision, or as a waiver, modification or recession of the Contract itself.

If the CONTRACTOR is a nonprofit CONTRACTOR as defined in Section 50-20-2 of the O.C.G.A., then the CONTRACTOR agrees to comply with the provision of said Act, and in particular requirements of Section 3 thereof, and with such further instructions and requirements as the State of Georgia may subsequently require in the implementation of said Act.

This Contract represents the sole and complete understanding of the terms of this Agreement between the parties hereto and may be amended, change or modified only by a written document signed by the parties hereto.

The officers and employees of the Department of Administrative Services have acted and will continue to act exclusively as agents of the State for the award and consummation of this contract, and are not personally liable for any performance or non-performance by the State or any department, agency or institution thereof.

THE PERSON SIGNING ON BEHALF OF EACH PARTY REPRESENTS THAT SUCH PERSON IS DULY AUTHORIZED AND FULLY EMPOWERED TO ENTER INTO THIS CONTRACT ON BEHALF OF SUCH PARTY. EACH PARTY WARRANTS THAT SUCH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET OUT BELOW.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

Contracting Firm: _____

BY: _____

Typed Name _____ **Title:** _____

DEPARTMENT OF _____, **AN AGENCY OF THE STATE OF GEORGIA**

BY:

Typed Name _____ **Title:**

NEGOTIATED AND CONDUCTED BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES, AN AGENCY OF THE STATE OF GEORGIA

BY: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal (hereinafter also referred to as "Contractor"),
(Legal Name and Address of the Contractor)

and _____ as Surety (hereinafter referred to as "Surety"),
(Legal Title and Address of Surety)

are held and firmly bound unto _____ as Oblige (hereinafter referred to as
(Name of Owner)

"Owner"), in the amount of _____ DOLLARS (\$ _____), to which payment Contractor and Surety bind Themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the Owner bearing date of _____

_____ for: _____
(Here insert Name of Work)

in accordance with drawings and specifications prepared by: _____
(Full Name and Title)

which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as he Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work pursuant to the General Conditions, Section E, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings.

If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety may promptly perform the Contract in accordance with its terms and conditions. IT shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within twenty-five (25) days after receipt of a declaration of default of the Surety's election to either remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.

Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor in accordance with said Contract, which said laborer or materials have been included in a periodical estimate and certified by the Architect for payment and paid for by the Owner, the Surety shall, within 20 days of receipt of such notice, cause to be paid any unpaid amounts for such labor and materials.

It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of sub-contractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

NAME

ADDRESS

CITY STATE ZIP CODE

TELEPHONE

SIGNED AND SEALED THIS _____ DAY OF _____ A. D., 19 _____.

IN THE PRESENCE OF:

_____ WITNESS	_____ PRINCIPAL (SEAL)
	_____ NAME TITLE
	_____ SURETY (SEAL)
_____ WITNESS	_____ NAME TITLE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal (hereinafter also referred to as "Contractor")
(Legal Title and Address of the Contractor)

and _____ as Surety (hereinafter
(Legal Name and Address of the Surety)

referred to as "Surety"), are held and firmly bound unto _____
(Name of Owner)

as Obligee (hereinafter referred to as "Owner") for the use and benefit of claimants defined, hereinafter in the amount

of: _____ DOLLARS (\$ _____) to which payment
(Insert Contract Price)

Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____ for

_____ in accordance with the drawings and
(Insert Name of Work)

specifications prepared by: _____ which contract is
(Here insert Full Name and Title)

incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work pursuant to the General Conditions, Section E, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in the prosecution of the work provided for in said contract.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgement for the sum or sums due him, provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond upon giving written notice to said Contractor within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by the depositing of a notice, registered mail, postage paid, duly addressed to the Contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without Owner being made a party thereof. The official who has custody of said bond is authorized and directed to furnish, to any person making application thereof who submits an affidavit that he has

supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified, by the official who has custody of said bond and contract shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, provided that in no case shall the fee fixed exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

- (4) No action can be instituted on this bond after one year from the date of the final certificate of the Architect.
- (5) Further, this bond shall be considered the same as a bond furnished under O.C.G.A. Section 13-10-1 & Section 36-82-101, et. seq.
- (6) For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

NAME

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER

SIGNED AND SEALED THIS _____ DAY OF _____ A.D., 19 _____.

IN THE PRESENCE OF:

_____	_____ (SEAL)
WITNESS	PRINCIPAL

	NAME TITLE
_____	_____ (SEAL)
WITNESS	SURETY

	NAME TITLE

Certificate of Insurance

INSTRUCTIONS TO PRODUCING AGENT: Complete the shaded portions of this certificate and return to the Insured. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear on the certificate.

Name, Address and Telephone Number of Producing Agent

PROJECT NUMBER:

PROJECT NAME:

Name and Address of Insured Contractor

Certificate Holder (Owner)

Type of Insurance	Policy No.	Company Affording Coverage	Policy Expiration Date (MM/DD/YY)	Limits
Commercial General Liability(1993 ISO Occurrence Form or its equivalent); Includes XCU Coverage				General Aggregate (Per Project) \$2,000,000.00 Products-Co./Op Agg \$1,000,000.00 Personal & Adv injury \$1,000,000.00 Contractual \$1,000,000.00 Each Occurrence \$1,000,000.00
Commercial Business Automobile Liability Including, but not limited to, owned, hired and non-owned autos				Combined Single Limit \$1,000,000.00 OR Bodily Injury (per person) \$1,000,000.00 Property Damage \$1,000,000.00
Workers Compensation				W C Statutory Limits
Employers Liability				Each Accident \$1,000,000.00 Disease - Policy Limit \$1,000,000.00 Disease Each Employee \$1,000,000.00
Commercial Umbrella Liability				Each Occurrence \$2,000,000.00 Aggregate \$2,000,000.00
Builders Risk written on 1991 Cause of Loss-Special Form or its equivalent(See endorsement below) OR Installation Floater (for other than new construction) in the amount of the contract				

Such insurance as is herein certified (i) applies to all insurance issues in connection with the work required by the provisions of the documents forming the contract, (ii) applies whether or not the contract documents between the insured contractor and the Owner have been executed, (iii) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect, as modified by this certificate and the insurance article of the contract, (iv) have been issued to the insured named above, and (v) are in force at this time.

The Officers, Members, & Employees of the Owner and the State of Georgia are included as additional insureds as their interests may appear. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance.

The Builders Risk policy has been endorsed as follows: The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) Partial or complete occupancy by Owner; and (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of Owner, or by contractors or the lessee of the Owner.

Each policy has been endorsed to provide that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after Owner has received written notice thereof as evidenced by return receipt of registered letter.

Authorized Representative: _____ **Date:** _____

Type Name: _____

Date

Vendor's Name and Address

Subject: Contract Number and Title

Dear Vendor:

(Your agency's name) hereby notifies you that subject contract will expire as scheduled on (date). (Agency's name) has elected not to continue services beyond the expiration date. Please submit your final invoice for payment to this office no later than (date). (If there are any other required submittal(s) for closing out the contract, you may indicate them here.)

The interest you have shown in the requirements of (agency's name) is appreciated, and we look forward to doing business with your company in the future.

If additional information is required, or if we can be of assistance, please contact (agency's POC and phone number).

Sincerely,

Name

Cc: Contract file