

Oconee County Board of Commissioners

Addendum 1



DATE: November 27, 2019

TO: All Prospective Bidders/Offerors

FROM: Finance Director

RE: Addendum 1, ITB#20-10-007 Construction of Roundabout Malcom Bridge Road and MBES Staff Entrance

The following items shall take precedence over the specifications for the above named project and shall become a part of the contract documents.

Where any item called for in the specifications is supplemented hereby, the original requirements shall remain in effect.

Where any original item is amended, voided, or superseded hereby the provisions of such item not specifically amended, voided, or superseded shall remain in effect.

The following changes are to be incorporated into the solicitation documents dated **November 1, 2019**. All those receiving this addendum should modify their documents to show the below described changes.

1. Mandatory Pre-Bid Meeting Minutes
2. Pre-Bid Meeting and Emailed Questions and Answers
3. Mandatory Pre-Bid Meeting Sign In Roster
4. Exhibit A. Oconee County Insurance Requirements
5. Bid Forms
6. Revised Exhibit A1, List of Quantities (Staff/Bus Entrance)
7. Revised Plans for Roundabout

All questions shall be directed to the Owner Contact, Wes Geddings, Finance Director, Email: ocbids@oconee.ga.us . ITB submittal date is **December 03, 2019 at 2 PM EST**. Proposals will be received at the Oconee County Finance Department, 23 N. Main St. Suite 203, Watkinsville, GA 30677 until 2:00 PM EST. At that date and time, the proposals will be opened in Suite 205 and the names of the Bidders and the apparent low bids will be announced / recorded.

A. Julia Aman opened the meeting by going over procurement procedures:

1. The meeting was held in the Board of Commissioners Chambers of the Oconee County Courthouse, beginning at approximately 2:00 PM EST. The bid number, description and timeline were announced. County representatives included Julia Aman, Finance Intern, Wes Geddings, Finance Director, Donna Norton, Budget Officer, Jody Woodall, Public Works Director and Mark Campbell, Carter Engineering Consultants.
2. Mandatory Pre-Bid Meeting – meaning that attendance at the meeting is mandatory and only the attendees and/or their company representatives may submit a bid for this ITB. The final addendum will be posted to the County’s website no later than 72 hours prior to the opening of the solicitation.
3. All questions shall be directed to Wes Geddings, Finance Director, and will be answered via email to the Bidder. Those questions/answers will also be put in the form of an addendum and posted to the County’s website. Wes Geddings is the Bidder’s contact throughout the solicitation process. His email is ocbids@oconee.ga.us.
4. The questions deadline is November 26, 2019 at 5:00 PM EST.
5. All interested Bidders are encouraged to check the Oconee County website before the bid closing date and time to make sure they have all the updates.
6. Nothing discussed that materially affects the ITB documents can be relied upon unless contained in an addendum.
7. The following bonds are required for this project: Bid Bond and Payment/Performance Bond.
8. This is an Invitation to Bid and the names of the Bidders and the apparent low bid amounts will be announced at the opening.
9. Bids with a cost of over \$100,000 must go before the BOC for award approval.
10. Standard Required Information: Please be sure to include all required forms with your bid submittal or it will be deemed non-responsive and rejected.

B. Jody Woodall, Oconee County Public Works Director, made the following comments about the project:

Oconee County is looking at a roundabout project at Malcom Bridge Road and Malcom Bridge Elementary School and Middle School Bus/Staff Entrance with a completion date of July 31, 2020. The County included calendar dates in the bid documents that would allow road closure. These dates coincide when the school is out of session which includes Christmas break, a break in February, spring break in April, and when school commences in May through July 31st.

The County is reaching out to utility companies. Atlanta Gas Light (AGL) has a relocation; it will probably be after first of year once a construction crew is available. Mark (Campbell) is reaching out to other utilities. The County will provide a relocation plan or non-conflict letter.

The meeting adjourned at 2:14 PM.

C. The following are questions/answers from the mandatory pre-bid meeting and those submitted by email, from ITB issue date through the questions deadline date, November 26, 2019 at 5:00 PM, EST. (The answers are in RED.):

1. What about the Force Main? Do we anticipate having a relocation?

There is a private force main coming from the school. The County will have to work with them to relocate.

2. What about night time work? Is it near a residential area that requires you not to work at night? There may be an issue where we may need to be out there at night.

Right now, we are going to say no because there are a couple of subdivisions on the road adjacent to it on the project prephireal. The County would consider it based on weather conditions or if utilities delay the contractor. The County would consider on a case by case basis.

3. The leveling item is asking for the square feet. What is the depth?

The leveling is shown on the plans in a hatched area which are 6" plus or minus. Anything that is greater than 6" would not be considered in the leveling.

4. Can we provide in tonnage instead of square footage?

The County can look at that.

5. There may be an issue with the Excel spreadsheet, such as hidden formulas, auto populating, etc.

The County will doublecheck.

6. Many items, do not have a quantity item; are you looking for the pricing for those?

The County will clarify that anything that does not have quantity item then we do not need. We can revise the bid schedule and take out any line items that does not have a quantity.

7. Is there any rock clause?

No.

8. That means the rock is not encountered anywhere?

Based on visual observations, do not foresee any. The County has not performed any drillings or bores. The County will take a look and clarify.

9. There are several bid items with no quantities. Can the bid form be revised to have quantities for these items or delete them?

YES, SEE REVISED FORM

10. The leveling bid item is in units of SQ FT. Can the units and quantity be revised to be TONS?

YES, SEE REVISED FORM

11. GAB is typically bid with a unit of TONS. Can the unit be revised from CY to TONS?

NO

12. Is the filter fabric to be included in the rip rap pay item? If not, can a pay item be added?

FILTER FABRIC WILL BE PART OF OUTLET PROTECTION OR INLET PROTECTION AND NOT A SEPARATE ITEM

13. There are 2 Grading Complete bid items. Will one be removed?

YES, SEE REVISED FORM

14. There are several bid items with a quantity of COMPLETE and an X in EA column? Please explain what this means. Is the Contractor to bid these items? Is the quantity and unit to be 1 LS?

LUMP SUM, SEE REVISED FORM

15. The Typical Sections on drawing C-5.8 show admixture backfill to be placed in the landscape diverter islands. How thick should the backfill be placed? Also, what is the spec of the backfill if any?

BACKFILL SHOULD BE PLACED BEHIND CURB WITH A TOPSOIL BERM OF A HEIGHT EQUAL TO 1 INCH FOR EVERY 1 FT OF LANDSCAPE ISLAND WIDTH (I.E. 4 INCH BERM FOR 4 FT ISLAND). TOPSOIL SPEC SHOULD BE PER GDOT 893.2.01

16. How thick will the concrete splitter islands need to be? How will these be paid for?

4 INCHES THICK SEE SHEET C-5.8 AND REVISED FORM

17. There is a pay item for Class B Concrete Base 10" Thick and Red Stamped Class 3 PC Concrete. Is this all for the truck apron? Will the splitter islands need to be stamped and colored?

TRUCK APRON TO BE STAMPED AND COLORED NOT SPLITTER ISLANDS. SEE REVISED FORM.

18. Will all disturbed areas get sod for final stabilization?

YES

19. General Note #68 states 4 message boards are required. Should it be revised to state only 2 boards are required (one on either end of Malcom Bridge Road approaching the roundabout)?

YES, 2 MESSAGE BOARDS

20. There is milling to be done according to the paving plan on drawing C-2.5 and C-2.6. However, there is no bid item for milling. Will this bid item be added?

YES, SEE REVISED PLANS AND FORM

21. Can a pay item be added for the Admixture Backfill required in all landscape diverter islands per drawing C-5.8?

NO, BACKFILL SHALL BE PART OF COMPLETE GRADING

22. Should the silt fence be Type C or Type A? Bid item calls for Non-Sensitive (Type A) and plans call for Type C.

ALL SILT FENCE SHALL BE TYPE C OR C-POP. NOT TYPE A

23. Is there a utility adjustment schedule available that can be provided to the contractor?

NOT AT THIS TIME. SCHEDULE COORDINATION EXPECTED IN DECEMBER

24. Is there a .dwg/CAD file of the plans that can be provided?

YES, SEE ATTACHED.

25. Could the storm drainage profiles be provided?

NO, SEE PLANS AND CAD FOR STORM DATA

26. The pipe size descriptions on the bid schedule do not match the pipe sizes noted on the plans. Are the storm line sizes shown on the plans correct or should they be the sizes shown on the bid schedule?

SEE PLANS AND FORM FOR CLARIFICATION

27. On sheet C-5.8, there is a detail labeled "Landscaped Diverter Island." Label 'K' is for the Admixture Backfill. What is the composition of this material and what is the depth?

BACKFILL SHOULD BE PLACED BEHIND CURB WITH A TOPSOIL BERM OF A HEIGHT EQUAL TO 1 INCH FOR EVERY 1 FT OF LANDSCAPE ISLAND WIDTH (I.E. 4 INCH BERM FOR 4 FT ISLAND). TOPSOIL SPEC SHOULD BE PER GDOT 893.2.01

28. On sheet C-2.1, the center of the roundabout is shown to have Tree and Shrub Planting, with 7.5' Sod Strip. Is the Contractor to install these? If so, is there a list and quantity of required plantings? Are there plantings in the islands as well?

NO TREE AND SHRUB PLANTING. SOD ONLY, SEE REVISED PLAN SHEET AND FORM

29. Typically, leveling is shown in tons, not square feet. Can that be revised?

YES, SEE REVISED FORM

30. To confirm, items shown on the bid schedule with no values or X's are not to have costs associated with them?

SEE REVISED FORM FOR CLARIFICATION

31. On the erosion control plans, the silt fence is labeled as Sd1-NS, but is then called out as "Type C". Sd1-NS is typically "Type A" silt fence. Can you please confirm which type you would like?

ALL SILT FENCE SHALL BE TYPE C OR C-POP NOT TYPE A

32. The clearing is crossed out of the bid schedule, but there will be clearing required near the roundabout. How would you like that paid for?

YES, SEE CLEARING ITEM ON ATTACHED FORM

33. RED - STAMPED - CLASS 3 P.C. CONCRETE to be used in truck apron but CLASS B CONCRETE BASE 10" THICK where we have to used.

TRUCK APRON TO BE STAMPED AND COLORED NOT SPLITTER ISLANDS. SEE REVISED FORM

34. There is no Class B Concrete widening line item.

SEE REVISED FORM AND PLAN

D. Attachments to Addendum 1

1. Mandatory Pre-Bid Meeting Sign In Roster
2. Exhibit A. Oconee County Insurance Requirements
3. Bid Forms
4. Revised Exhibit A1, List of Quantities (Staff/Bus Entrance)

E. Attachments added to Oconee County Website

1. Revised Plans for Roundabout
2. Revised Exhibit A1, List of Quantities (Staff/Bus Entrance)

SIGN IN ROSTER

Requesting Department: Public Works

ITB# 20-10-007

Date/Time: November 19, 2019; 2:00 PM

Description: Construction of Roundabout Malcom Bridge Road and MBES Staff Entrance

COMPANY REPRESENTATIVE	COMPANY NAME & ADDRESS	PHONE/EMAIL
Julia Aman	Oconee County Finance Dept., 23 N. Main St., Watkinsville, GA 30677	706-769-2944; fintern@oconee.ga.us
Wes Geddings	Oconee County Finance Dept., 23 N. Main St., Watkinsville, GA 30677	706-769-2944; wgeddings@oconee.ga.us
Donna Norton	Oconee County Finance Dept., 23 N. Main St., Watkinsville, GA 30677	706-769-2944; dnorton@oconee.ga.us
David West	East Coast Grading and Paving Madison, GA	706-997-7009 davidwest@ecgpinc.com
Tim MaGill	ER Snell P.O. Box 306 Snellville, GA 30078	678-414-3450 tmagill@ersnell.com
Pravin Patel	CMES, Inc. 6555 McDonough Dr. Norcross, GA 30093	770-982-1905 770-780-6635 Pravin.P@cmesinc.net
Ryan McDougal Jason Walker	Baldwin Paving 1014 Kenmill Dr. NW Marietta, GA 30060	678-516-1799 (Ryan) 404-427-9847 (Jason) 770-425-9191 (Office) ryanmcdougal7633@gmail.com
David Taft	Vertical Earth, Inc. 6025 Mat Hwy Cumming, GA 30028	770-888-2224 dtaft@vertical-earth.com

Exhibit A. Oconee County Insurance Requirements

Oconee County Insurance Requirements

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. ¹

Important:

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

¹ For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

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- Certificate Holder should read:

Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677

- Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
- Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
 Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
 Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 3,000,000
Professional liability	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

2. Asbestos Abatement:

Workers Compensation (WC):

Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 3,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

3. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Property Coverage or Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.
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If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

4. **Consulting Services:**

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000

General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability	Type and limits defer by consulting type

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

5. **Custodial Services:**

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile and professional liability policies.

6. **Elevator Maintenance** (includes all passenger and freight elevators):

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
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Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

7. Food Service:

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Liquor Liability (When applicable)	\$ 1,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and liquor liability policies.

8. Information Technology: See Standard Insurance Limits and Professional Liability insurance which includes Errors and Omissions coverage.

9. Landscaping / Lawn Care:

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability	
Combined Single Limit	\$ 1,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

10. **Medical/Therapist Services** (including optical and laboratory): This includes all contracted medical services, including but not limited to, assisted physician services, laboratory equipment maintenance, and patient testing.

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability	
Combined Single Limit	\$ 1,000,000

Professional liability (malpractice) \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

11. Pest Control:

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence \$ 1,000,000

Aggregate \$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional environmental impairment liability policies.

12. Recreational Services: This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the agency.

Workers Compensation (WC): **Required for all Contracts**

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Umbrella Liability	\$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

13. Refuse Transportation and Disposal: See the "Solid Waste Collection and Disposal Services of Oconee County, Georgia" for insurance requirements. Document available upon request.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

14. Security:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and professional liability policies.

15. Staffing Services:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

End of Exhibit A. Oconee County Insurance Requirements

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Bidder's Checklist



Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order.

ITEM DESCRIPTION

- Bidder's Checklist
- Addenda Acknowledgement Form
- Vendor's Information Sheet
- Local Business Initiative Affidavit
- Bidder Certification and Non-Collusion Affidavit
- Drug-Free Workplace Certificate
- S.A.V.E. Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- Contractor References Form
- W-9
- Copy of Current Insurance/Certificate of Insurance
- Bid Bond and Payment/Performance Bonds
- Execution of Bid (Quantities Checklist)

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR BID

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Addenda Acknowledgement



The Bidder has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Respondent's Information Form



1. Legal Business

Name _____

2. Physical

Address _____

3. Billing Address _____

4. Type of Business: _____ State of Registration:

(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer:

6. Primary Contact _____

7. Phone _____

Fax _____

8. E-mail _____ Company

Website _____

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Local Business Initiative Affidavit

Legal Name of Business: _____

1. **Mailing Address:** _____ **Physical Address: (if different)** _____

2. **Year business was established in Oconee County:**

3. **Occupational Tax License number issued and County/City where issued:**

4. **Business Type (circle one):** Corporation Partnership Sole Proprietorship

5. **Does your business have more than one office in Oconee County? Yes No**

If yes, specify the location(s):

6. **Is your business' principal base of operations in Oconee County? Yes No**

7. **Does your business have any locations outside of Oconee County? Yes No**

If yes, specify the locations(s):

8. **Bank (branch in Oconee County)** _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: _____

Authorized Signature:

Sworn to and subscribed before me this _____

Print Name:

day of _____, **20** _____

Title:

Commission Expires: _____

(Seal)

Non-Local Business _____
(Check Here)

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Non-Collusion Affidavit



being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the forgoing Proposal or Bid; that such ITB is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Response Price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Response Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal or Bid are true; and further, that such Respondent has not, directly or indirectly submitted this Response, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and Sworn to before me this _____ Day of _____ 20____

(Notary Public in and for)

(County)

My Commission expires _____, 20____

(SEAL)

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Drug Free Workplace Certificate



By signature on this certificate, the contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” has been complied with in full. The contractor further certifies that:

1. A drug-free workplace will be provided for the contractor’s employees during the performance of the contract; and

2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with (contractors name), (subcontractor’s name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24- 3(b) (7).”

By signature on this certificate, the contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Contractor: _____

By: _____

Name (Printed): _____

Title: _____

Date: _____

SAVE AFFIDAVIT
STATE OF GEORGIA OCONEE COUNTY
(REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT)

By executing this affidavit under oath, as an applicant for the Oconee County Board of Commissioners, Oconee County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with the Oconee County Board of Commissioners:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As _____ a _____ representative _____ of:

(Name of the business, corporation, partnership, or other private entity)

- 1) _____ I am a United States citizen
OR
2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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 shall be guilty of a violation of O.C.G.A. § 16-10-20.

This day of _____, 20 _____.

Signature of Applicant: _____

Printed Name: _____

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

Notary Public

My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Alien Registration number for non-citizens: * _____

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Georgia Security & Immigration Compliance (GSIC) Act Affidavit



As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A.

§13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with

the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit



Contractor's Name:	
County Solicitation Number	ITB#20-10-007

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Contractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

 Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit



Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	ITB#20-10-007

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

 EEV / E-Verify TM Company Identification Number

 BY: Authorized Officer or Agent
 (Subcontractor Name)

 Date

 Title of Authorized Officer or Agent of Subcontractor

 Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

 Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Contractor References Form



Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

Contract Period: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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 act 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												
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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 ▶	Date ▶
------------------	----------------------------	--------

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.

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BID BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (name, address & phone number) _____ as Principal, and (name, address & phone number) _____ as Surety, held and firmly bound unto the Oconee County Board of Commissioners, Oconee County, Georgia, as OWNER in the penal sum of five (5%) percent of the total bid which equals payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the **Malcom Bridge Road and MBES Staff Entrance** for the Oconee County Board of Commissioners, with the work described as follows:

PROJECT DESCRIPTION:

The Contractor is responsible for constructing the improvements on Malcom Bridge Road and MBES Staff Entrance associated with new roundabouts in Oconee County, GA.

NOW, THERE FORE,

If said Bid shall be rejected, or in the alternate,

If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

SIGNATURE PAGES TO FOLLOW

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

CONTRACTOR - PRINCIPAL:

BY _____

Name _____
(Please Type)

Title _____

ATTEST:

Name _____
(Please Type)

Title _____
(SEAL)

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

SURETY:

BY _____

Name _____
(Please Type)

Title _____

ATTEST:

Name _____
(Please Type)

Title _____
(SEAL)

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

PAYMENT BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Malcom Bridge Road and MBES Staff Entrance** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, and any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The Principal and the Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entities bringing any such action.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__ the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By: _____ **(SEAL)**
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ **(SEAL)**
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

PERFORMANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter "Principal") and _____, incorporated in the state of _____ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Malcom Bridge Road and MBES Staff Entrance** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, obligations and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, obligations and agreements of any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
POST AWARD CHECKLIST



Company Name: _____

ITEM DESCRIPTION

Awardee Checklist

A. Forms required before a contract/ purchase order can be issued

1. Forms supplied by Oconee County:

- Contract
- Certificate of Corporate Bidder
- Certificate of Authority - Joint Venture
- Contractor Affidavit and Oath of Successful Bidder

2. Forms supplied by Bidder:

- Occupational Tax License

Current Certificate of Insurance naming the Oconee County Board of Commissioners as additional certificate holder

STATE OF GEORGIA

COUNTY OF

OCONEE

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made as of this _____ day of _____, 20__, (hereinafter called the “execution date”) by and between, **OCONEE COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and _____, a _____ organized pursuant to the laws of the State of _____ (hereinafter called the “Contractor”).

I. SCOPE OF WORK

A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity as described in the Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

ITB #20-10-007

Construction of Roundabout Malcom Bridge Road and MBES Staff Entrance

The proposed project description is located in the architectural documents, **Exhibit A** of ITB#20-10-007.

(2) Work not included in this Contract: N/A

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

¹The Execution Date is the date the Contract is sent from Purchasing and Contracting to the CEO for execution. Ensure that all other parties have signed the Contract.

II. TIME, TERM AND LIQUIDATED DAMAGES

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within one (1) week from the date on the Notice to Proceed. Contractor shall fully complete the Work by July 31, 2020. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the Oconee County Chairman or his/her designee and the Contractor in accordance with the terms of this Contract.
- B. **Contract Term.** This contract shall terminate without further obligation on the part of the County, with no further renewals, on this 31th day, of July, 2020 , unless extended by Change Order adopted and approved by the Oconee County Board of Commissioners and the Contractor in accordance with the terms of this Contract.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses because of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay the County liquidated damages in accordance with Georgia Department of Transportation Standard Specifications, Section 108 for each calendar day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \$_____, unless changed by written Change Order in accordance with the terms of this Contract. A purchase order shall be issued upon contract signing and attached to this contract as **Attachment A** The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Oconee County Board of Commissioners, or the Administrative Officer, if exempted from Board of Commissioners adoption and approval in accordance with the express terms of this Contract. Any increase of the Contract Price shall be by Change Order adopted and approved by the Oconee County Board of Commissioners and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

B. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

(1) Original(s) must be submitted to:

Email: financedept@oconee.ga.us

OR

Oconee County Finance Dept.
Office of Accounts Payables
PO Box 1527
Watkinsville, GA 30677

(2) A copy must be submitted to:

Oconee County Public Works
1291 Greensboro Highway
Watkinsville, GA 30677
Attn: Public Works Director

C. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.

D. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Finance Director within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Finance Director and the Purchasing Officer or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Purchasing Officer or by the County to the

Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Finance Director
Oconee County Finance Dept.
23 N. Main Street
Watkinsville, GA 30677

and

Purchasing Officer
Oconee County Finance Dept.
23 N. Main Street
Watkinsville, GA 30677

With a copy to:

Oconee County Public Works
1291 Greensboro Hwy
Watkinsville, GA 30677
Attn: Public Works Director

If to the Contractor:

With a copy to:

(Insert Contractor name and address)

V. FEDERAL WORK AUTHORIZATION

- A. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- B. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule.

- C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**.
- D. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**.
- E. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as **Attachment E**. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

VII. PERFORMANCE AND PAYMENT BONDS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond equals to \$ 100% of the Contract Price, attached hereto as **Attachment F** and a payment bond, attached hereto as **Attachment G**, equals to \$ 110% of the Contract Price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in

accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.

- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

VIII. ATTACHMENTS

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, Purchase Order

Attachment B, Contractor's Affidavit.

Attachment C, Subcontractor's Affidavit(s).

Attachment D, Sub-subcontractor's Affidavit(s).

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies

- B. In addition to the foregoing, the Bid Document Package dated November 1, 2019, the original of which is maintained in the County's Department of Finance, forms an essential part of this Contract as if fully set out herein.

IX. FUNDING CLAUSE

The Contractor has been informed and understands that funding for this Contract is provided under the Oconee County Funds and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding of the Oconee County Board of Commissioners. IN WITNESS WHERE OF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

NAME OF CONTRACTOR

OCONEE COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir.(SEAL)**

Name (Typed or Printed)

JOHN DANIELL
Chairman
Oconee County, Georgia

Title

Date

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

KATHY HAYES
County Clerk of the Board of
Commissioners of Oconee County,
Georgia

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Oconee County
Department Director

County Attorney Signature

County Attorney Name
(Typed or Printed)

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance



CERTIFICATE OF CORPORATE BIDDER

I, _____ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of _____; that _____ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, _____ (*insert title of individuals signing the Bid*) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance



CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid No. 20-10-007 Construction of Roundabout Malcom Bridge Road and MBES Staff Entrance
3. Venturer is organized and incorporated to do business under the laws of the State of _____ ; and
4. Said Invitation to Bid or Request for Proposal No. 20-10-007 was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

ITB #20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance



CONTRACTOR AFFIDAVIT AND OATH OF SUCCESSFUL BIDDER

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (*insert name*), who, after being duly sworn, deposes as follows:

I, _____, (*insert name*), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, _____, (*insert name*) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

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

_____, 20__ in _____ (*city*), _____ (*state*).

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

Subscribed and Sworn before me on this the day
_____ of _____, 20_____

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A1

LIST OF QUANTITIES (STAFF/BUS ENTRANCE)**GRADING AND ES & PC ITEMS**

ITEM	QTY.		\$/EA.	TOTAL
SILT FENCE (NON-SENSITIVE AREAS) (Sd1-NS)	2,200	LF		\$ -
TEMP. SED. TRAP (Sd2-F)	7	EA		\$ -
TEMP. SED. TRAP (SD2-P)	7	EA		\$ -
STONE DUMPED RIP RAP - TYPE 3; 12 INCH	30	SQ.YD.		\$ -
FINAL STABILIZATION (SOD)	29,750	SQ. FT.		\$ -
CLEARING & GRUBBING		LUMP SUM		\$ -
SESC, MULCH/TEMP & PERM. GRASSING		LUMP SUM		\$ -
GRADING COMPLETE (CUBIC YARDS - CUT&FILL @ 115%)		LUMP SUM		\$ -
NPDES SAMPLING, INSPECTIONS & REPORTING		LUMP SUM		\$ -
DEMO. COMPLETE		LUMP SUM		\$ -

GRADING AND ES & PC SUBTOTAL \$ -

ROADWAY & TRAFFIC

ITEM	QTY.		\$/EA.	TOTAL
PAVING / C&G / SIDEWALK				
TYPE 2 - 24" CURB & GUTTER	2,250	LF		\$ -
TYPE 7 - 6" HEADER CURB	175	LF		\$ -
TYPE 9 - 4" HEADER CURB	250	LF		\$ -
ASPHALT MILLING AT A VARIABLE DEPTH	2,026	SQ. YD.		\$ -
ASPHALTIC CONCRETE LEVELING VARIABLE DEPTH	150	TONS		\$ -
GRADED AGGREGATE BASE COURSE	465	CU YD		\$ -
CLASS B CONCRETE BASE 6" THICK	-	SQ YD		\$ -
ASPHALT BINDER COURSE	188	TONS		\$ -
ASPHALT SURFACE COURSE	71	TONS		\$ -
RED - STAMPED - CLASS 3 P.C. CONCRETE	275	SQ YD		\$ -
4" CONCRETE SPLITTER ISLANDS	57	SQ YD		\$ -
TYPE 2 - PAVEMENT REINFORCEMENT FABRIC	-	LF		\$ -
YIELD LINES				
5" STRIPING (WHITE, SOLID) *	147	LF		\$ -
5" STRIPING (YELLOW, SOLID) *	1,470	LF		\$ -
5" STRIPING (WHITE, SKIP) *	223	LF		\$ -
THERMOPLASTIC TRAFFIC STRIPE (YELLOW)*	88	YD ²		\$ -
THERMOPLASTIC TRAFFIC STRIPE (WHITE)*	-	YD ²		\$ -
R.P.M. (TYPE - 1, YELLOW)	64	EA		\$ -
*All Striping Shall Include RPM's Per GDOT & MUTCD SPECS				
*All Striping Shall BE THERMOPLASTIC Per GDOT & MUTCD SPECS				
GDOT (R1-2, 36) YIELD SIGN, 36	2	EA		\$ -
GDOT (R6-5P, 30) ROUNDABOUT, 30" X 30"	2	EA		\$ -
GDOT (W11-2, 36) PED. CROSSING, 36" X 36"	-	EA		\$ -
GDOT (W2 - 6, 36) ROUNDABOUT AHEAD, 36"	2	EA		\$ -
GDOT (W16 - 17p) ROUNDABOUT PLAQUE, 24" X 12"	2	EA		\$ -
GDOT (R6 - 4) DIRECTIONAL ARROW, 24" X 36"	3	EA		\$ -
GDOT (R4 - 7) KEEP RIGHT SYMBOL, 18" X 24"	2	EA		\$ -
				\$ -
				\$ -
				\$ -

ROADWAY & TRAFFIC SUBTOTAL \$ -

CONTINUE ON NEXT PAGE

CONTINUE FROM PREVIOUS PAGE (STAFF/BUS ENTRANCE)

STORM SEWER SYSTEM

PIPE #	QTY.		\$/EA.	TOTAL
PIPE No. 1 18" RCP	10.0	LF		\$ -
PIPE No. 2 18" RCP	95.4	LF		\$ -
PIPE No. 3 18" RCP	61.4	LF		\$ -
PIPE No. 4 18" RCP	65.5	LF		\$ -
PIPE No. 5 18" RCP	97.2	LF		\$ -
PIPE No. 6 18" RCP	103.0	LF		\$ -
PIPE No. 7 18" RCP	51.6	LF		\$ -

STORM SEWER SYSTEM SUBTOTAL \$ -

STORM SEWER SYSTEM (Structures)

ITEM	QTY.		\$/EA.	TOTAL
HOODED GRATE INLET (STD 1019AP)	8	EA		\$ -
18" RCP HEADWALL (STD 1001B)	2	EA		\$ -
				\$ -
				\$ -
				\$ -

STORM SEWER SYSTEM (Structures) SUBTOTAL \$ -

PROJECT ADMINISTRATION/GENERAL

ITEM	QTY.		\$/EA.	TOTAL
MOBILIZATION/BONDING/INSURANCE	LUMP SUM			\$ -
GENERAL CONDITIONS	LUMP SUM			\$ -
DEMOBILIZATION/PROJECT CLOSE OUT	LUMP SUM			\$ -

PROJECT ADMIN. / GENERAL SUBTOTAL \$ -

ALLOWANCES TO BE INCLUDED IN BID

ITEM	QTY.		\$/EA.	TOTAL
MATERIALS TESTING (soil, asphalt, concrete, GAB proof roll, compaction, etc)	LUMP SUM			\$ -
CONSTRUCTION STAKING	LUMP SUM			\$ -
AS-BUILTS AND UPDATE EASEMENTS	LUMP SUM			\$ -

PROJECT ALLOWANCES SUBTOTAL \$ -

PROJECT ELEMENT	PROPOSED COST
GRADING AND ES & PC	\$ -
ROADWAY & TRAFFIC	\$ -
STORM SEWER SYSTEM	\$ -
STORM SEWER SYSTEM (Structures)	\$ -
PROJECT ADMINISTRATION/GENERAL	\$ -
ALLOWANCES	\$ -
TOTAL BID	\$ -

Dollars

Total Bid in written format

CONTRACTOR NAME:

By signing above the Contractor acknowledges receipt of all issued addenda.

(END OF ADDENDUM 1)

Please note addendum 1 on the addenda acknowledgment form located in the ITB package