



## Oconee County Board of Commissioners

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# Invitation to Bid

### Traffic Signal Construction of Mars Hill Rd., Rocky Branch Rd., and Virgil Langford Rd. in Oconee County, Ga

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ACCEPTANCE DATE: Prior to 2:00 PM Thursday, April 20, 2017 "Local Time"

ITB NUMBER: FY1704-18

ACCEPTANCE PLACE: Oconee County Board of Commissioners  
Finance Department - Division of Procurement  
23 N. Main Street, Suite 206  
Watkinsville, Georgia 30677

NO PRE-BID MEETING will be held for this solicitation.

QUESTIONS regarding this Invitation to Bid shall be received no later than 2:00 PM on Thursday, April 13, 2017.

BID OPENING shall be held in the Commission Chambers, Room 205 at the above reference address.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:

Karen T. Barnett, CPPB  
Purchasing Officer  
(706) 769-2944  
(706) 310-3574 (Fax)  
E-mail address: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)

This document can be downloaded from our web site: [www.oconeecounty.com](http://www.oconeecounty.com)

Issue date: April 6, 2017



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
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**April 6, 2016**  
**Oconee County Board of Commissioners**  
**23 N Main Street**  
**Watkinsville, GA 30677**  
**Invitation to Bid (ITB) #FY1704-18**

**Traffic Signal Construction Project**

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 PM on Thursday, April 20, 2017** for the construction of a traffic signal at the intersection of Mars Hill, Rocky Branch and Virgil Langford Roads in Oconee County, Georgia. Construction materials and methods of construction shall be in conformance with GDOT standards and specifications.

Please see the ITB construction plans for full specifications, which can be obtained from the Office of the Purchasing Officer or the Oconee County Website at [www.oconeecounty.com](http://www.oconeecounty.com). There will be no pre-bid meeting. No bonds are required for this bid.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) and shall be received no later than **2:00 PM on Thursday, April 13, 2017**.

The OCBOC reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. ITBs are legal and binding upon the Bidder when submitted. It will also be the responsibility of each Bidder to obtain any addenda issued from the Purchasing Office. The written ITB documents supersede any verbal or written prior communications between the parties.

By Oconee County Board of Commissioners

The Honorable John Daniell, Chairman

# Oconee County Board of Commissioners

## Invitation for Bid#FY1704-18

### Traffic Signal Construction Project

**SECTION I – GENERAL OVERVIEW**

**A. PURPOSE**

Oconee County Board of Commissioners is issuing this Invitation for Bid (ITB) for all interested and qualified Contractors who specialize in the construction of traffic signals. The successful contractor shall provide all equipment, materials, and labor for the construction of the traffic signal located at the intersection of Mars Hill Road, Rocky Branch Road and Virgil Langford Road in Oconee County, Georgia. **Technical Specifications are located in the plans (Attachment “A-1”). General Specifications and Bid Schedule is located under Section II.**

**B. INFORMATION TO VENDORS**

**1. ITB TIMETABLE**

The anticipated schedule for the ITB is as follows:

ITB Released	April 6, 2017
Deadline for questions to Oconee County to <a href="mailto:kbarnett@oconee.ga.us">kbarnett@oconee.ga.us</a>	April 13, 2017 at 2:00:00 PM EST
Deadline for Addenda posted on <a href="http://www.oconeecounty.com">www.oconeecounty.com</a> under Bid Opportunities	April 17, 2017 at 2:00:00 PM EST
Submittal deadline	April 20, 2017 at 2:00:00 PM EST
Tentative Award Date	May, 2017

Chart 1

**2. BID SUBMISSION**

- a) The County will require a complete set of signed documents, both digital and hard copy, for the county’s permanent record, as follows: One (1) unbound original, three (3) copies and one (1) digital copy. Bid must be received by **Thursday, April 20, 2017 AT 2:00 PM, EASTERN STANDARD TIME (ETA)**. Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor’s name, address, Bid #**FY1704-18 Construction of Traffic Signal** to:

Oconee County Board of Commissioners  
 Attention: Purchasing Officer  
 23 N. Main Street, Suite 206  
 Watkinsville, GA 30677

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit [www.oconeecounty.com](http://www.oconeecounty.com).

- b) **Directions to Oconee County Courthouse from I-85:** Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North

Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.

- c) Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Thursday, April 20, 2017 AT 2:00 PM, EASTERN STANDARD TIME (ETA)**, at which time they will be publicly opened and read aloud in the Commission Chambers of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at [www.oconeecounty.com](http://www.oconeecounty.com). Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- d) Should an Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the ITB that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at [www.oconeecounty.com](http://www.oconeecounty.com). Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.
- e) Each Bid Submittal shall contain the following documents in completed form (County forms must be used without substitution):

**See Bidders Check List (Attachment "A-2")**

### **3. VENDOR REGISTRATION AND BID NOTIFICATION**

Applicants are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- Please visit our website at [www.oconeecounty.com](http://www.oconeecounty.com)
- Hover over "Departments"
- Select Finance Office
- On left side of the webpage click on Vendor Re-Registration
- Complete your registration by following the instructions provided

For assistance, please call (865) 777-4337

### **4. SUBCONTRACTORS**

All Bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

### **5. BID REQUIREMENTS**

#### **a) Applicant Qualifications**

- 1) The submittal shall include a completed Statement of Qualifications.
- 2) Oconee County may make any investigations deemed necessary to determine Applicant's ability to perform the Work, and Applicant shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Applicant that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.
- 3) If Applicant does not have offices in the State of Georgia, such Applicant shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

**b) Examination of Bid Documents and Site**

- 1) Before submitting a bid, each Applicant shall:
  - o Examine the Bid Document Package thoroughly.
  - o Become familiar with local conditions affecting cost or Work progress or performance.
  - o Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
  - o Study and carefully correlate Bidder's observations with the Bid Document Package.
  - o Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- 2) On request, the County may provide each Bidder access to the site(s) to conduct investigations that Bidder deems necessary in order to submit bid.
- 3) Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this "Article 'b', Examination of Bid Documents", and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

**c) Copies of Bid Documents**

- 1) The ITB Document Package includes the Bid documents described in the Technical Specifications (Attachment "A-1" – Plans), Forms (Attachment "A-2") Oconee County Documents (Exhibit A) and all provisions of Sections I, II, and III.
- 2) Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.
- 3) The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- 4) Any part of the ITB Documents may be modified by Addenda.

**6. CONTACT PERSON**

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email** [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) to clarify any part of the ITB requirements. All questions that arise prior to the **DEADLINE FOR QUESTIONS** due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Officer named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

**7. SIGNATURE REQUIRED:**

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. **A VALID BID OFFER MUST BE SIGNED.**

**8. QUESTIONS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening, unless otherwise specified, in

order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Office will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Procurement Officer prior to bid submittal or checking the county website at [www.oconeecounty.com](http://www.oconeecounty.com) prior to bid submittal.

**9. ADDENDA and INTERPRETATIONS**

- a) Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
- b) *Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that 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.*
- c) Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- d) Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

**10. LATE SUBMITTAL AND LATE MODIFICATIONS**

Submittals received after the due date and time will not be considered.

Modifications to bid submittals received after the due date will not be considered. Oconee County Government assumes no responsibility for the premature opening of Bids not properly addressed and identified, and/or delivered to the proper designation.

**11. REJECTION OF PROPOSALS/CANCELLATION**

Oconee County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Oconee County. Oconee County reserves the right to cancel this ITB at any time.

**12. COST INCURRED BY VENDORS**

All expenses involved with the preparation and submission of the ITB to the Oconee County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Contractor(s).

**13. REQUIRED DOCUMENTS AFTER AWARD**

- a) Occupational Tax License - Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
- b) Certificate of Insurance - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County
- c) Sub-Contractor's E-Verify Affidavits, if applicable

**C. INSTRUCTIONS TO BIDDERS**

**1. DEFINITIONS:**

- a) Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.

- b) Bid Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid.
- c) Contractor: The party in a contract responsible for performing the service defined in the contract.
- d) Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
- e) Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

## **2. AWARD OF PRICE AGREEMENT/CONTRACT**

- a) To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate bids, incomplete or unbalanced unit prices, or other irregularities.
- b) Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Bids or award Bids based upon anything other than the County's sole discretion as described herein.
- c) The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
- d) The County may conduct investigations deemed necessary to assist in evaluating Bids and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Bids from any Applicant not passing evaluation.
- e) The County will award the project at the County's Discretion

## **3. ERROR IN COST SHEET**

In case of error in the extension of prices in the cost sheet, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.

## **4. BOND REQUIREMENTS**

**Bid Bond and Payment and Performance Bonds are not required.**

## **5. PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## **6. COMPLIANCE WITH LAWS AND ELIGIBILITY**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity



of any business organization for which such applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

**7. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

**8. QUALITY**

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

**9. GUARANTEE**

Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

**10. LOCAL BUSINESS INITIATIVE**

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

**11. RULE FOR AWARD**

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

**12. ANTI-DISCRIMINATION**

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Oconee County that they will conform to the provisions of the Federal Civil Rights Act of 1964. In every contract of over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**13. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Contractors submitting a Bid package in response to this ITB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - 1) The affiant has registered with and is authorized to use the federal work authorization program;
  - 2) The user identification number and date of authorization for the affiant;
  - 3) The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - 4) Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - 5) Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- C. **Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.**

**14. PLEASE SEND ALL INVOICES TO:**

THE OCONEE COUNTY BOARD OF COMMISSIONERS  
FINANCE DEPARTMENT  
P. O. BOX 1527  
WATKINSVILLE, GA 30677

Proposals/Bids shall be mailed or delivered to:

THE OCONEE COUNTY BOARD OF COMMISSIONERS  
PURCHASING DIVISION-Suite 206  
23 N. MAIN STREET  
P. O. BOX 1527  
WATKINSVILLE, GA 30677

**END OF INSTRUCTIONS TO BIDDERS**

**Oconee County Board of Commissioners**  
**Invitation for Bid#FY1704-18**  
**Traffic Signal Construction Project**

**SECTION II – This section consists of Specifications and a Bid Schedule**

**A. SPECIFICATIONS: Construct a traffic signal at the intersection of Mars Hill Rd., Rocky Branch Rd., and Virgil Langford Rd. in Oconee County, Ga.**

**1. DESCRIPTION OF THE WORK**

For the description of work, please refer to the Traffic Signal Plans for Mars Hill, Rocky Branch, and Virgil Langford Rds. (Attachment “A-1”).

All Work as described in the Technical Specifications is subject to the inspection of the Oconee County Public Works Department, Oconee County, Ga. It shall be the Contractor’s responsibility to coordinate with the Oconee County Public Works Department for inspection services. All work shall meet or exceed the Georgia Department of Transportation’s, *Traffic Signal Design Guidelines*, latest edition and any amendments thereto. All traffic control shall be installed and maintained per GDOT requirements.

**2. SCHEDULE**

This is a Public Works Road Construction Project, estimated to begin within three (3) months and be completed within six (6) months of the Notice to Proceed (NTP).

**3. EXECUTION**

During the execution of this project, the Contractor shall maintain a safe work environment at all times. The Contractor shall provide all necessary signage and traffic control devices.

**4. TRAFFIC CONTROL**

a) SCOPE

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; shall provide qualified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public.

Construction traffic control devices and their installation shall be in accordance with the current Georgia “Manual of Uniform Traffic Control Devices for Streets and Highways”.

Placement and removal of construction traffic control devices shall be coordinated with Oconee County and/or the Department of Transportation a minimum of 48 hours in advance. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices used intermittently, such as “Flagman Ahead”, shall be removed and replaced when needed. When working within State or county Highway right-of-ways, provide trained and certified flagmen who have completed a training program approved by

the Georgia Department of Transportation.

Existing permanent traffic control devices within the construction work zone shall be protected from damage due to construction operations. All permanent traffic control devices requiring temporary relocation due to construction shall be located as near as possible to their original position. Their original position shall be measured for permanent reference points and recorded in a permanent log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original position. Relocated permanent traffic control devices shall be reinstalled in their original positions as soon as possible following construction in the affected location. Any permanent traffic control device damaged during construction due to negligence of the contractor shall be replaced by the contractor at his or her expense.

Construction traffic control devices shall be maintained in good repair, clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.

Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.

No highway, road or street shall be closed to traffic without authorization from the proper authority. It shall be the contractor's responsibility to determine the exact requirements of the authority having jurisdictions over the right-of-way and no extra compensation will be allotted to the contractor for meeting such requirements.

**5. CONTACTS**

The Oconee County Public Works Director, Mr. Emil Beshara, P.E., will be the Project Manager and contact after award. Please contact Ms. Karen Barnett, Procurement Officer, via email at [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us) if you have any questions about this project during the solicitation process.

(End of Specifications)

**Oconee County Board of Commissioners  
Invitation for Bid#FY1704-18  
Traffic Signal Construction Project**

**B.** Please use this Bid Response Form to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project.

I certify that the amount BID is accurate and reflects any applicable discounts, and that the company, which I represent, will deliver the services and related items for the bid amount.

By submission of this BID, I also certify that the BIDDER has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the Bidder's Instructions and Specifications.

The BIDDER has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this BID and any attachments, if required.

OCCUPATIONAL TAX LICENSE#/COUNTY \_\_\_\_\_ FEDERAL TAX ID# \_\_\_\_\_

**INDICATE LEGAL FORM OF BIDDER:**

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Other (specify) \_\_\_\_\_

Do you plan to subcontract any portion of this project? Yes \_\_\_\_\_ No \_\_\_\_\_

**THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SCOPE OF WORK AND BID INVITATION ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED ON THE ATTACHED COPY OF THE SOLICITATION.**

Lump Sum Price\$ \_\_\_\_\_

WRITTEN PRICE \_\_\_\_\_

\_\_\_\_\_  
(Firm/Company-*PRINTED*)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contractor/Bidder, Title-*PRINTED*)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Signature/Date)

\_\_\_\_\_  
(Phone/Fax)



**Oconee County Board of Commissioners**  
**Invitation for Bid#FY1704-18**  
**Traffic Signal Construction Project**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**1. CONTRACT AND CONTRACT DOCUMENTS**

The Plans and Specifications shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

**2. DEFINITIONS**

- a) ‘Alternate bids’ means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
- b) ‘Base bid’ or ‘base proposal’ means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
- c) ‘Change order’ means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
- d) ‘Competitive sealed bidding’ means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
- e) ‘Competitive sealed proposals’ means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
- f) ‘Emergency’ means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
- g) ‘Governing authority’ means the official or group of officials responsible for governance of a governmental entity.
- h) ‘Governmental entity’ means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
- i) ‘Public works construction’ means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- j) ‘Responsible bidder’ or ‘responsible offeror’ means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
- k) ‘Responsive bidder’ or ‘responsive offeror’ means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- l) ‘Scope of project’ means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
- m) ‘Scope of work’ means the work that is required by the contract documents.
- n) ‘Sole source’ means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.

**3. AWARD THE CONTRACT**

The local government may award the contract, reject any and all bids, re-advertise the project, perform the work in-house or abandon the project. If the contract is awarded, it must be to the lowest reliable bidder. Contracts must be approved by resolution of the board of commissioners and the resolution entered on the minutes. If the successful bidder fails to sign the contract, if one is required, or furnish the bonds, the contract may be re-advertised, performed in-house or abandoned.

If no contract is awarded within 30 days of the bid opening, then all bids may be rejected and all proposal guaranties shall be returned unless otherwise agreed, in writing, by the lowest reliable bidder and the Owner.

**4. MATERIALS, SERVICES AND FACILITIES**

a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

**5. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims or encumbrances.

**6. INSPECTION AND SUPERVISION**

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. The decision of the County Engineer upon any question connected with the execution of the work under this contract and interpretation of the specifications or upon failure or delay of the work by the contractor shall be final and conclusive.

**7. SURVEY, PERMITS AND REGULATIONS**

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

**8. GENERAL CONTRACTOR'S LICENSE (if applicable)**

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, his or her general contractor license number and the identity of any business organization for which such Applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Respondents/Bidders and any subcontractors chosen by the Respondent/Bidder shall be qualified and



licensed Contractors, with the exception of “specialty contractors” under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf> )

**9. CHANGES IN WORK**

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a) Unit bid prices previously approved
- b) An agreed lump sum
- c) The actual cost of:
  - 1) Labor, including foremen;
  - 2) Materials entering permanently into the work;
  - 3) The Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4) Power and consumable supplies for the operation of power equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

**10. CORRECTION OF WORK**

a) All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

**11. RIGHT OF THE OWNER TO TERMINATE CONTRACT**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate.

**12. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE**

a) Contractors and Subcontractors Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

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.

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.

b) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

c) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability.

d) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

\*\*\*See Exhibit I for Oconee County Insurance Requirements\*\*\*

### 13. TRADE SECRETS & CONFIDENTIAL INFORMATION

- a) All materials submitted in connection with this RFP(ITB) will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the respondent/bidder.
- b) If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those

portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

**14. SEVERABILITY**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**15. APPLICABLE LAWS/FORUM**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

**16. NOTICES**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

Oconee County Finance Department  
23 N. Main Street, Suite 206  
Post Office Box 1527  
Watkinsville, Georgia 30677

**17. PROCEDURES**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

**18. DELAYS**

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

**19. SUBSTITUTIONS**

NO substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

**20. WORKMANSHIP**

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

**21. CLEANING UP**

The Contractor shall at all times keep the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Department Director

**22. EXEMPTION FROM TAXES**

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise

Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

**23. LUMP SUM PAYMENT**

Payment for the work as described in the project specifications is subject to inspection by Oconee County. Provided that the work has been fully performed in accordance with the agreement documents, the contractor shall complete and submit an invoice for approval to Project Manager upon project completion. Payment shall be in one lump sum amount, with net 30 terms.

**24. AGREEMENT DISPUTES**

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence, giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

**25. ASSIGNMENT OF CONTRACT**

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department.

(END OF GENERAL TERMS & CONDITIONS)



## Oconee County Board of Commissioners

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### Invitation to Bid

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#### EXHIBIT A

1. Oconee County Insurance Requirements

## Exhibit A

### 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.<sup>1</sup>

**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.

<sup>1</sup> 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.

Exhibit A

- 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.

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**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

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**B. HIGH RISK INSURANCE LIMITS**

**1. Ambulance Service:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>

Commercial General Liability (CGL):

Exhibit A

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.

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**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.



Exhibit A

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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.

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.

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4. **Consulting Services:**

Workers Compensation (WC):

**Required for all Contracts**

**NO EXEMPTIONS**



Exhibit A

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

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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7. **Food Service:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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

Exhibit A

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.

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

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**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
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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.

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Exhibit A

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):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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**11. Pest Control:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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

Exhibit A

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.

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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.

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

Exhibit A

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.

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**14. Security:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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.

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**15. Staffing Services:**

Workers Compensation (WC):	<b>Required for all Contracts</b>
	<b>NO EXEMPTIONS</b>
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

Exhibit A

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.





## Oconee County Board of Commissioners

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### Invitation to Bid

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#### ATTACHMENT A

1. Traffic Signal Plans
2. Bidder's Checklist & Required Forms



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**Bidder's Checklist**

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

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

**ITEM DESCRIPTION**

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- Bidder's Checklist
- Addenda Acknowledgement Form (if applicable)
- Bid Schedule (Section II)
- Bidder's Information Form
- Bidder's Local Business Initiative Affidavit
- Execution of Bid Submittal
- Bidder's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
  - Contractor Affidavit (**Must be included with bid**)
  - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List (if applicable)
- W-9
- Statement of Qualifications (references, experience, staff info, etc.)
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**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.***

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



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**Bidders Information Form**

1. Legal Business Name \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip \_\_\_\_\_

4. Billing Address \_\_\_\_\_

5. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc)

6. Name & Title of Authorized Signer: \_\_\_\_\_

7. Primary Contact \_\_\_\_\_

8. Phone \_\_\_\_\_ Fax \_\_\_\_\_

9. E-mail \_\_\_\_\_ Company Website \_\_\_\_\_

10. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



**ITB #FY1704-18**

**Traffic Signal Construction Project**

**Local Business Affidavit of Eligibility**

\*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)

**Mandatory Document** – Complete all areas above and return with your bid submittal. If your business is NOT local, please complete only those areas marked with an asterisk (\*)



**ITB #FY1704-18**  
**Traffic Signal Construction Project**

**Execution of Bid**

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

The potential Contractor certifies the following by placing an "X" in all blank spaces:

\_\_\_ That this proposal was signed by an authorized representative of the firm.

\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

---

(Typed or Printed) **Business Name**

---

**Authorized Signature**

---

**Date**

---

(Typed or Printed) **Name & Title**

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



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**Bidder's Certificate and Statement of Non-Collusion**

I \_\_\_\_\_ certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **ITB #FY1704-18 Traffic Signal Construction Project** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this ITB and certify that I am authorized to sign this ITB.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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



**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

---

Whose address is:

---

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with \_\_\_\_\_,

---

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 paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

---

Date

---

Signature

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





**ITB #FY1704-18**

**Traffic Signal Construction Project  
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.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Karen T. Barnett, CPPB  
Oconee County Purchasing Officer  
23 N. Main Street, Suite 206  
Watkinsville, GA 30677  
Fax: (706) 310-3574  
Email: [kbarnett@oconee.ga.us](mailto:kbarnett@oconee.ga.us)



**ITB #FY1704-18**

**Traffic Signal Construction Project  
Immigration and Security Form**

**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	<b>ITB#FY1704-18</b>

**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 <sup>TM</sup> 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. 99-603





**ITB #FY1704-18**  
**Traffic Signal Construction Project**  
**Immigration and Security Form**  
**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation Number:</b>	<b>ITB#FY1704-18</b>

**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 <sup>TM</sup> 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 #FY1704-18**  
**Traffic Signal Construction Project**  
**Subcontractors**

Please list any subcontractors that you will be working with during the course of this contract:

**SUBCONTRACTOR ONE**

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

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**SUBCONTRACTOR TWO**

**Name:** \_\_\_\_\_

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**SUBCONTRACTOR THREE**

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

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

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

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