



INVITATION FOR BID (RE-BID)

**BULLOCH COUNTY BOARD OF COMMISSIONERS
C/O BULLOCH COUNTY PUBLIC WORKS DEPARTMENT
17301 US 301 NORTH
STATESBORO, GEORGIA 30458**

Project: Horizontal & Vertical Mowing on County Dirt Roads & Paved Rights-of-Way

A- ANNOUNCEMENT

The Bulloch County Board of Commissioners (herein after referred to as, the County) on behalf of the Bulloch County Public Works Department is accepting Sealed Bids from qualified contractors for a contract on the above mentioned project. The contract will have an initial term of one year and be subject to automatic renewal for two additional one-year terms unless the County exercises its option not to renew. The deadline for receipt of all bids is 3:00 pm, March 31, 2020. Prospective contractors shall file all documents necessary to support their bids. **NO FAXES OR E-MAILS ARE ACCEPTED FOR SEALED BIDS.**

Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. An ORIGINAL BID along with ONE (1) copy, and any supporting documents, must be submitted in a sealed clearly marked envelope. Late bids will not be accepted. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Public Works Director will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

To request a bid package contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or go to <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County's website for any addenda for this project.

Bid Identification: Dirt Road Mowing IFB; Bid Opening: March 31, 2020, @ 3:00 p.m.; Attn: Faye Bragg, Purchasing Manager.

There is a **check list on page 21** that lists items that must be returned in the bid package. Failure to return items listed will be just cause for not accepting the submitted sealed bid.

The Bulloch County Board of Commissioners is an equal opportunity procurer.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within thirty (30) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this bid is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids. The County reserves the right to use or not use any alternate bid associated with this solicitation.

If awarded, the award will be made to the lowest reliable bidder; provided, however, that Bulloch County reserves the right to reject any and all bids and to waive any technicalities or informalities making the award it deems in the best interest of the County.

The contact persons for this project are as follows:

Project Management: Dink Butler, Public Works Director
912.764.6369 or dbutler@bullochcounty.net

Procurement Process: Faye Bragg, Purchasing Manager
fbragg@bullochcounty.net

B- TERMS AND CONDITIONS

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete proposal information correctly. If in the opinion of the Bulloch County Board of Commissioners, the vendor is not in a position to perform the contract, the bid may be disqualified. The County reserves the right to waive any minor informality or irregularities.

Lawsuits/Bribery: Prospective vendors shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

Reservations: The County reserves the right to reject any or all bids, to award in whole or in part and to waive minor immaterial defects in bids. Bids shall be binding for a period of sixty (60) calendar days from the time bids are opened.

Clarification of submittals: The County reserves the right to seek clarification of any point in a respondent's bid, or to obtain additional information as needed.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Anti-discrimination clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Withdrawal of bids: Withdrawal of bids after the deadline for submission may be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of non-judgmental character was made, or where the withdrawal is in the best interest of the County.

County Obligations: Bulloch County has a standing policy to disqualify or

withhold compensation to vendors, contractors and professional consultants if there are existing obligations to Bulloch County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Project Schedule: The project shall be completed by April 30, 2021, however; the commencement date may be amended if necessary. Any request for a time extension should be made in writing.

Insurance: Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance, the Certificate(s) of Liability Insurance must accompany the submitted bid:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Bonds: Bid Forms must be accompanied by a Bid Bond in an amount not less than five (5%) percent of the Base Bid. Both Performance and Payment Bonds will be required in an amount equal to one hundred (100%) percent of the contract price from the successful bidder. **Note: The Base Bid and the contract price both refer to the amount designated as the Total Base Bid on the bid form.** Bonding companies must be on the US Department of Treasuries listing of approved sureties (Dept. Circular 570).

Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-Verify System. This includes out-of-state contractors. E-Verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. Affidavits are enclosed in this solicitation. All Proposers are to read and complete the E-Verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the user identification number; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). If you only include the third party administrators name and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the contract sample included herewith.

C- GOAL

It is the goal of the Bulloch County Commission to receive the services of a qualified vendor for quality horizontal and vertical roadside mowing on dirt roads and paved rights-of-way on rural county roads in Bulloch County, Georgia.

D- GENERAL

The Bulloch County Commission is seeking bids for vertical and horizontal tractor mowing on prescriptive easements of dirt roads and paved rights-of-way on rural roads in Bulloch County. This work shall be done according to the specifications and requirements found within this bid solicitation. Prescriptive easement is defined to mean the edge of the roadway to the back of the existing ditch.

E: SPECIFICATIONS

1. Work under this contract consists of furnishing all labor, material, tools, equipment and incidentals necessary to perform vertical and horizontal tractor mowing operations as indicated below. The contractor shall provide and manage personnel who are to perform and complete mowing operations as specified herein to ensure that work is done in a safe, effective, and timely manner. The work shall include vertical and horizontal tractor mowing within the mowing limits of Bulloch County dirt road prescriptive easements and paved rights-of-way.

2. Number of center line miles for Mowing: Approximately 660 center line miles of prescriptive easements and 153 miles of paved rights-of-way are to be mowed under this maintenance contract. This includes both sides of the road horizontally and vertically to the back of the ditch and 12 feet in height. For further clarification, this amounts to approximately 813 lane miles.

NOTE: It is expected of the contractor to have completed measurable quantities in excess of 25% of the above distances every quarter. Any deviations from this will require the approval of the Public Works Director.

3. Contract Requirements: Contractors submitting bids shall certify in writing and submit with their bid that they possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and be ready to begin upon award of authorized contract.

4. Spraying: N/A

5. Submittals:

a. Work Schedule-

Ten (10) days prior to commencing work for any mowing cycle, Bulloch County will provide the contractor with a schedule identifying where the mowing cycle commences. Five (5) days prior to commencing any mowing cycle the contractor shall submit to the Public Works Director a plan of how the mowing cycle shall be completed. The Public Works Director prior to the contractor beginning any mowing cycle must approve this plan.

b. Personnel-

Prior to the commencement of any mowing cycle, the contractor shall submit a list of all employees who will be working during that mowing cycle.

6. Personnel Requirements:

a. Supervisor-

The contractor shall have a competent and experienced supervisor/foreman on duty at all times when work is being performed under this contract.

b. Crew-

The contractor shall at all times provide staff and staffing levels able to perform the work in accordance with this contract.

c. **Dress Code-**

The minimum dress code for contractor personnel for this contract shall be a clean and complete outfit, including pants, shoes, shirt, and **safety vest**.

7. Equipment:

a. The equipment used for vertical and horizontal tractor mowing shall be of sufficient type, capacity, and quantity to safely and efficiently perform the work specified in this contract. Equipment utilized by the contractor shall meet the following requirements:

1. All equipment shall be equipped with all necessary lighting & flags to provide for a safe operation.

2. The equipment used by the contractor shall provide for a quality job at all times.

a. All open portions of tractor mowers and trimming equipment shall have acceptable guards to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the Public Works Director will not be allowed to operate until such guards are in place and properly maintained. Mower blades shall be properly maintained, i.e., sharp and straight.

b. Support vehicles, such as pickups and service trucks, shall be contractor equipped with a minimum of one (1) revolving or strobe type light with amber lens.

8. Mowing Cycles and Limits

There shall be one (1) mowing cycle per calendar year for dirt roads only one-third of the paved rights-of-way will be mowed during the year for Bulloch County. The commencement and completion dates for the cycle are as follows:

<u>CYCLE</u>	<u>COMMENCEMENT DATE</u>	<u>COMPLETION DATE</u>
1	Between May 1 & MAY 31, 2020	No later than April 30, 2021

9. Mowing Safety and Traffic Control Requirements:

- a. Respond to citizen complaints within 24 hours of being notified by the Public Works Director.
- b. Tractor mowers crossing roads or traveling on dirt or paved roads shall be buffered by some type of buffer/service vehicle. This would also include moving equipment to other locations. Equipment or materials moved on or across the traveled way at other times shall be done in a manner as not to unduly interfere with traffic.
- c. All scheduled mowing operations shall be performed during the hours of daylight.
- d. The contractor shall not allow any debris to be thrown onto or remain on any road surface or ditch by the mowing equipment or contractor's personnel. Any substantial vegetation or debris that may interfere with vehicle traffic or county road maintenance operations will be removed by the contractor from the prescriptive easement or right of way and disposed of in the nearest wooded area. The removal of debris from road surfaces and ditches should be done in a timely manner, preferably daily, as to limit the likelihood of liable issues or maintenance interruptions.
- e. Contractor equipment shall be parked in a safe location so as not to interfere with traffic.
- f. The contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.
- g. The contractor shall notify the Public Works Director, in writing, of any accident that involves the contractor while fulfilling this contract.
- h. In the event that any damage occurs during and is caused by the equipment used for mowing operations, the contractor will be required to repair or replace the damaged item with a like item at the contractor's expense.
- i. There shall be no removal of cut material for contractor gain, such as the bailing of hay or cutting of firewood.
- j. The contractor shall use proper signage and advanced warning signs as needed to assure safety.

10. Quality Acceptance:

- a. For the purpose of inspection and control, the Public Works Director will monitor the contractor's progress and performance quarterly.
- b. Performance measures and bonding assurances will be enforced.

b. Contractor must provide a list of completed work (by road name and number of miles) on a weekly basis.

d. All routes mowed by the contractor must be approved/accepted by the Public Works Director prior to any payment.

11. Payment: The County shall make monthly progress payments on account of the contract, upon the Contractor's submission to the County Public Works Director of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County's receipt of the invoice. At no time will the contractor receive payment for any work not yet performed.

12. Payment Reduction: Any measurable quantity of mowing or cutting done by county forces due to safety or operational concerns will be deducted from the total quantities allowed for payment to contractor.

Bids must be submitted to the following address (faxed or e-mailed bids are **not** accepted for sealed bids):

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

**BULLOCH COUNTY
BOARD OF COMMISSIONERS
STATESBORO, GEORGIA**

**BID FORM
MOWING of PRESCRIPTIVE DIRT ROAD EASEMENTS & PAVED RIGHTS-of-
WAY**

Note: This is a unit price contract based on a unit of one (1) center line mile of mowing both sides of the road. It is estimated that there are approximately 660 center line miles of mowing per cycle for dirt roads and 153 center line miles of rights-of-way for paved roads, and the extensions of unit prices are based on 660 center line miles of dirt roads and 153 center line miles of paved road rights-of-way. However, the contractor will be compensated for the actual number of center line miles that are mowed in a cycle, whether more or less than 660 center line miles of dirt roads and 153 center line right-of-way miles of paved roads, based on the unit prices below. Provided, however, that the contractor shall not be compensated for any center line miles of mowing in excess of 675 dirt road center line miles per cycle and 175 paved road center line miles without a written change order that has been approved and executed prior to the mowing of any center line miles in excess of 850 total center line miles per cycle.

Note: This contract is for an initial term of one year and will automatically renew for two additional one-year terms unless the County provides the contractor with written notice of an intent not to renew at least thirty (30) days prior to the end of the then-current term. Since the contractor will be obligated to perform the contract for two additional one-year terms unless the County elects not to renew the contract, the bidder is given the opportunity below to bid prices for each potential year of the contract in case bidder determines that an increase (or decrease) in pricing after the first year is warranted.

BID PRICES FIRST YEAR CONTRACT

- 1a. Bid price per center line mile for one (1) year horizontal and vertical mowing cycle: \$_____

- 1b. Extension for one (1) year horizontal and vertical mowing cycle:
 660 dirt road center line miles & 153 paved road right-of-way center
 line miles x \$_____ (unit price) = \$_____

2. Grand total for the mowing cycle: \$_____

3. If it is determined additional mowing is necessary, will the price per center line mile be the same throughout the mowing cycle?

Yes _____ No _____

Note: If the answer to item # 3 is no, state bid price per center line mile for additional mowing. \$ _____

BID PRICES FOR SECOND YEAR OF CONTRACT

1a. Bid price per center line mile for one (1) year horizontal and vertical mowing cycle: \$ _____

1b. Extension for one (1) year horizontal and vertical mowing cycle:
660 dirt road center line miles & 153 paved road right-of-way center line miles x \$ _____ (unit price) = \$ _____

2. Grand total for the mowing cycle: \$ _____

3. If it is determined additional mowing is necessary, will the price per center line mile be the same throughout the mowing cycle?
Yes _____ No _____

Note: If the answer to item # 3 is no, state bid price per center line mile for additional mowing. \$ _____

BID PRICES FOR THIRD YEAR OF CONTRACT

1a. Bid price per center line mile for one (1) year horizontal and vertical mowing cycle: \$ _____

1b. Extension for one (1) year horizontal and vertical mowing cycle:
660 dirt road center line miles & 153 paved road right-of-way center line miles x \$ _____ (unit price) = \$ _____

2. Grand total for the mowing cycle: \$ _____

3. If it is determined additional mowing is necessary, will the price per center line mile be the same throughout the mowing cycle?
Yes _____ No _____

Note: If the answer to item # 3 is no, state bid price per center line mile for additional mowing. \$ _____

TOTAL BASE BID

The total Base Bid is the sum of the grand total for the mowing cycle for all three years. In other words, to calculate the total Base Bid, add together the three-dollar amounts set forth in line item 2 for each year.

TOTAL BASE BID \$ _____

The following question must be answered and the Bid Form must be signed for your bid to be considered:

I certify that I possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and will be ready to begin upon award of authorized contract.

Yes _____ No _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC _____

VENDOR DECLARATION

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **March 31, 2020 @ 3:00pm** but may not be withdrawn after such date and time for a period of **60 days**.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [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], 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 Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Name of Project

Bulloch County, Georgia
Name of Public Employer

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

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SHORT FORM MOWING CONTRACT (SAMPLE)

BULLOCH COUNTY, GEORGIA
Short Form Horizontal and Vertical Mowing Contract

Contractor Name and Address:

Phone: _____

Project: Horizontal and Vertical Roadside Mowing of Dirt
Roads and Paved County Road Rights-of-Way

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for

ROADSIDE HORIZONTAL AND VERTICAL MOWING OF DIRT ROADS AND PAVED COUNTY ROAD RIGHTS-OF-WAY

as described in the Scope of Work, Drawings, and/or Specifications attached hereto and identified as:

Exhibit A: Invitation to Bid for Horizontal and Vertical Roadside Mowing of County Dirt Roads & Paved County Road Rights-of-Way

Exhibit B: Bid Form

2. Term. The initial term of this Contract shall be for a period of one year, commencing on the date set forth above and ending on the date one year after the commencement date. Thereafter, this Contract shall automatically renew for two additional one-year terms unless the County provides the Contractor with written notice of an intent not to renew at least thirty (30) days prior to the end of the then-current term.

3. Time for Commencement and Completion. There shall be one (1) mowing cycle for each year that this contract is in effect. The commencement date for the cycle will begin between January 1 and January 31, 2020, and the completion date will be no later than December 31, 2020. At least ten (10) days prior to the commencement of work for the cycle, the County will provide the Contractor with a schedule identifying where the cycle commences. At least five (5) days prior to the commencement of work for each cycle, the Contractor shall submit to the County's Public Works Director a plan of how the cycle will be completed. The Public Works Director must approve this plan prior to the commencement of each cycle.
4. Contract Sum. The County shall pay the Contractor for the performance of the work a unit price per center line mile in accordance with the Contractor's signed bid form (which is attached hereto as an exhibit) for each center line mile of dirt road and paved road right-of-ways that Contractor mows in accordance with the specifications of the Contract. For purposes of this Contract, a "center line mile" of dirt road and paved road is defined to include both sides of the road. Provided, however, that the County shall not have any obligation to pay the Contractor for any center line miles in excess of 850 center line miles in a cycle unless a written change order has been approved and executed that authorizes payment for center line miles in excess of 850 center line miles during the cycle.
5. Payments. The County shall make payments to the Contractor at the end of each month of the mowing cycle based upon the number of center line miles of dirt and paved roads actually mowed during that cycle. Within fifteen (15) days of the completion of work for each cycle, the Contractor will submit an invoice to the County detailing the number of center line miles of paved road mowed for that cycle, the unit price per center line mile, and the total amount being invoiced. Invoices shall be subject to verification of center line mileage and acceptance of work by the Public Works Director prior to payment.
6. Contract Documents. The Contract includes this agreement and any scope of work, drawings, specifications, and/or attachments attached hereto and incorporated herein. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.
8. Surveys, Permits and Regulations. The County shall furnish all surveys

that may be necessary unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the drawings and specifications are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.
10. Access to Work. The Contractor shall permit and facilitate observation of the work by the County and its agents and public authorities at all times.
11. Changes in the Work. The County may order changes in the work, the contract sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.
12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.
13. County's Right to Terminate Contract.

Termination for Cause: Should the Contractor neglect to prosecute the work properly or fail to perform any provision of the Contract, and if the Contractor fails to remedy such deficiency after seven (7) calendar days written notice from the County to the Contractor and its surety (if any), the County may without prejudice to any other remedy the County may have, terminate this Contract without any further obligation to the Contractor.

Termination for Convenience: The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) calendar days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

14. Withholding of Payments. Payments otherwise due may be withheld on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective work which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment,

and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum.

15. Insurance. Contractor shall purchase from and maintain in a company or companies authorized to do business in the state of Georgia the following types of insurance:
- A. Statutorily required workers' compensation insurance.
 - B. Comprehensive general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - C. Automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

The Contractor shall provide the County 30 days' notice prior to cancellation.

16. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to start of the work payment and performance bonds in an amount of 100% of the contract sum from a surety licensed to do business in the state of Georgia. **The Bonding Company must also be on the US Dept. of Treasuries listing of approved sureties (Dept. Circular 570).**
- A. Payment Bond: Required (X) Not Required ()
 - B. Performance Bond: Required (X) Not Required ()

If the County deems it necessary, the Contractor shall furnish new payment and performance bonds for each renewal term of the Contract.

17. Separate Contracts. The County has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with any such other contractors.
18. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Contract, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Contract or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend therein.
19. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the

- indemnities”) from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney’s fees) related to or arising in any way out of the performance of this Contract, unless such is attributable to the sole negligence of the indemnities.
20. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of the contract shall be not less than such specified hourly minimum rate of wage in the performance of this contract as required by law.
 21. Equal Opportunity. The Contractor shall not discriminate against any employee or against any applicant for employment on the basis of race, religion, sex, color or national origin.
 22. No Waiver. No failure on the part of either party to this Contract at any time to require performance by the other party of any term of this Contract shall be taken or held to be a waiver of such term or in any way affect such party’s right to enforce such term, and no waiver on the part of either party of any term of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof.
 23. Assignment. This Contract may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
 24. Immunity. Nothing contained in this Contract shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.
 25. Legal Construction; Severability. This Contract shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
 26. Entire Agreement, Amendment. This Contract represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Contract may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

BY: _____

BY: _____

County Manager

TITLE: _____

ATTEST: _____

Clerk of the Board

DATE: _____

DATE: _____

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return the items listed below will be just cause for not accepting the submitted sealed bid.

- 1. As specified on page 4 the Certificate of Liability Insurance and a 5% Bid Bond must be sent in the submitted bid package.
- 2. Pages 9, 10, & 11 - Bid Form
- 3. Page 12 - Non-Collusion Affidavit
- 4. Page 13 - Vendor Declaration
- 5. Page 14 - Contractor Affidavit (see letter on pages 22 & 23 for explanation)



Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

To: Vendors who wish to do business with Bulloch County Board of Commissioners

From: Bulloch County Board of Commissioners

Re: E-Verify Registration and Use

Pursuant to Georgia law, Bulloch County Board of Commissioners must have the enclosed Contractor Affidavit and Agreement (Attachment A) completed by the vendor before we can do business with any vendor where labor or service exceed \$2,499.99.

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement.

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

Where Do I Find My E-Verify Number?

The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If you have taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile; 3) The Company Information page will display the company ID number. If you have not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

How Do I Register for E-Verify? To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.