



Oconee County Board of Commissioners

Invitation to Bid No. 20-07-01 Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road

ISSUE DATE	Tuesday, July 2, 2019
BID OPENING DATE AND PLACE	Wednesday, July 24, 2019 at 2:00 PM EST Oconee County Board of Commissioners Commission Chambers 23 N. Main Street, Suite 205 Watkinsville, Georgia 30677
MANDATORY PRE- BID MEETING	Wednesday, July 10, 2019 at 2:00 PM EST in the Commission Chambers, Room 205 at the above referenced address.

QUESTIONS regarding this Invitation to Bid shall be received no later than Tuesday, July 16, 2019 at 5:00 PM EST.

BIDS shall be delivered to the Oconee County Finance Department, Suite 203 at the above referenced address.

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

Karen T. Barnett, CPPB
Purchasing Officer
T: (706) 769-2944
F: (706) 310-3574
kbarnett@oconee.ga.us

This document can be downloaded from our website (www.oconeecounty.com).

**Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677**

Invitation to Bid No. 20-07-01

Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road

Issue Date: Tuesday, July 2, 2019

Sealed bids will be received at the Oconee County Purchasing Office, located at the Oconee County Board of Commissioners, 23 N. Main Street, Suite 203, Watkinsville, Georgia, 30677 until **2:00 PM EST on July 24, 2019**. At the time, date, and address noted above, the sealed bids will be publicly opened and read aloud in the Commission Chambers, Suite 205 for the following project. Bids received after this time will not be accepted.

Contractor is responsible for constructing the improvements at the intersection of Mars Hill Road/Rocky Branch Road/Virgil Langford Road. For a more specific description of work, please refer to the Intersection Plans for Oconee County Government. Site construction plans may be obtained through the Oconee County website. Bidders must be pre-qualified with the GDOT to bid on this project. Preference to bidders based on location is not permitted.

Each sealed envelope containing a bid must be plainly marked on the outside as "Bid for Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road" and should include the bidder's name, address, license number, and E-Verify affidavit. Pursuant to Georgia law, no bids will be considered without an executed E-Verify affidavit. The successful bidder will be required to pay sales and use tax on materials purchased or used on this project. Progress payments and retainage for construction shall be submitted to owner monthly and payment terms are net thirty (30) days. This Public Works construction project is estimated to begin within one (1) week of notice to proceed and be completed by November 30, 2019.

Bid forms, plans, and specifications are available to view at the Purchasing Office or may be obtained from the county's website, at no charge, under "Bid Opportunities." **A mandatory pre-bid meeting is Wednesday, July 10, 2019 at 2:00 PM EST. The deadline for questions regarding this bid is Tuesday, July 16, 2019 at 5:00 PM EST.**

Owner requires a bid bond* or a certified cashier's check in the amount of five percent (5%) of the total bid to be enclosed with the bid at the time of bid opening. Cashier's check should be made payable to Oconee County Board of Commissioners.

The successful bidder will be required to furnish the owner with a Certificate of Insurance, including Workman's Compensation insurance. The consent of surety shall state that upon award of the agreement, a performance bond for one hundred percent (100%) and payment bond for one hundred percent (100%) of the total agreement amount can be furnished.

*Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Georgia.

Oconee County reserves the right to accept or reject all bids or any bid that is non-responsive or not responsible; to waive technicalities; and to issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Oconee County Board of Commissioners
Invitation to Bid No. 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road

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Section I

General Instructions

**Invitation to Bid Number 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

Invitation to Bid Number 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road

A. GENERAL INFORMATION

Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from GDOT qualified contractors to provide all materials, labor, tools, equipment and appurtenances necessary for construction of intersection improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road. Specifications are detailed under Section III and the attached architect's plans.

B. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on **Wednesday, July 10, 2019 at 2:00 PM EST** at the Oconee County Board of Commissioners, 23 N. Main Street, Suite 205, Watkinsville, Georgia 30677. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

C. 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.
- Select "Departments"
- Select "Finance Office"
- Click "Vendor Registration"
- Complete registration by following the instructions provided. For assistance, please call (865) 777-4337.

D. BID REQUIREMENTS

1. Bidder Qualifications

- a. The bid shall include contractor references - prime and sub (3); contractor information - prime and sub (3) and primary contact; previous work experience on similar jobs; photocopies of licenses and/or certifications and project schedule.
- b. Oconee County may make any investigations deemed necessary to determine bidder's ability to perform the work, and bidder shall furnish all information

and data requested by the county. The county reserves the right to reject any bid from any bidder that the county considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.

- c. If bidder does not have offices in the State of Georgia, such bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

2. Examination of Bid Documents and Site

- a. Before submitting each a bid, each bidder shall: examine the bid document package thoroughly; become familiar with local conditions affecting cost and work progress or performance; become familiar with federal, state, and local laws, ordinances, rules, regulations affecting cost and work progress or performance; study and carefully correlate bidder's observations with the bid document package; and notify the county concerning conflicts, errors, or discrepancies in the bid document package.
- b. On request, the county may provide each bidder access to the site to conduct investigations that bidder deems necessary in order to submit bid.
- c. Bid submission will constitute incontrovertible representation that bidder understands and has complied with requirements contained in this article, 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.

3. Copies of Bid Documents

- a. The ITB document package includes the Advertisement, Sections I-III, all attachments, exhibits, and addenda issued during the solicitation period.
- b. Complete sets of the ITB document package shall be used in preparing bids. The county assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of the bid document package.
- c. The county, in making the ITB document package available on the above terms, does so only to obtain bids on work and does not confer license or grant for any other use.
- d. Any part of the ITB document package may be modified by addenda.

E. CONTACT PERSON

Bidders are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email at 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 through the purchasing officer named herein or 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.

F. ADDENDA AND INTERPRETATIONS

1. 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.
2. ***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 substantially changes the owner's requirements.***
3. 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.
4. Addenda may be issued to modify the bid document package as deemed necessary by Oconee County.

G. TIMETABLE

The anticipated schedule is as follows:

ITB Issued:	July 2, 2019
Pre-Bid Meeting:	July 10, 2019 at 2:00 PM EST
Deadline for Project Questions:	July 16, 2019 at 5:00 PM EST
Deadline for Addenda:	July 19, 2019 at 2:00 PM EST
Bid Submittal Deadline:	July 24, 2019 at 2:00 PM EST
Tentative Award Date:	August 6, 2019
Notice to Proceed Issued:	August 13, 2019
Completion Date:	November 30, 2019

H. BID SUBMISSIONS

1. A total of four (4) sealed bids, one (1) unbound original, two (2) paper copies, and one (1) digital copy, must be received no later than JULY 24, 2019 AT 2:00 PM EST. Bids must be submitted in a sealed envelope with the following clearly labeled on the outside: "Bid for Construction of Intersection Improvements-Mars Hill,Rocky Branch, Virgil Langford Rds.," the bidder's name, address, license number, and E-Verify affidavit. Each envelope should be addressed to:

Oconee County Board of Commissioners
Attn: Purchasing Officer
23 N. Main Street, Suite 203
Watkinsville, GA 30677

Hard copies may be delivered to the above address ONLY between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government.

Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Wednesday, July 24, 2019 at 2:00 PM EST**, at which time they will be publicly opened and read aloud in the Commission Chambers, Room 205, of the Oconee County Courthouse. ITB documents are available upon request from the Oconee County Purchasing Office or by accessing the county's website at www.oconeecounty.com. A list of submitting firms and cost will be available shortly after the opening by emailing Karen Barnett or checking the county's website.

Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified and/or delivered to the proper designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

2. Directions to Oconee County Courthouse from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive thirty-nine (39) miles. Turn right onto Oconee Connector. Oconee Connector becomes Mars Hill Road and then Experiment Station Road. Turn right onto N. Main Street. N. Main Street becomes Georgia Highway 15. The Oconee County Courthouse is on the right side of the street. Public parking is available at the back of the courthouse.
3. County forms and documents: In Attachment B of the ITB bid document package, a checklist of all county forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements.

Each bid shall contain the following completed forms and documents. County forms and documents must be used without substitution unless otherwise specified.

- a. Bid Bond*
- b. Addenda Acknowledgement Form
- c. General Information (*See Bidder Requirements*)
 - 1) *Prime Contractor*
 - 2) *Subcontractors*
- d. Bidder's Certification and Non-Collusion Affidavit
- e. Drug-Free Workplace Certificate
- f. Certificate of Corporate Bidder
- g. Certificate of Authority – Joint Venture
- h. S.A.V.E. Affidavit + Secure & Verifiable Document (i.e.: photocopy of GA driver's license)
- i. Georgia Security and Immigration Compliance Affidavit (aka: E-verify)
 - 1) *Prime Contractor**
- j. References
 - 1) *Prime Contractor*
 - 2) *Subcontractors*
- k. Subcontractor Information Form
- l. W-9
- m. Current photocopy of Certificate of Insurance

***Items marked with an asterisk* must be submitted with bid or the bid will be deemed non-responsive.**

- 4. More than one bid received for the same work from an individual, firm, partnership, corporation, or association under the same of different names will not be considered. Reasonable grounds for believing any applicant is interested in more than one bid for the same work will cause the county to reject all bids from the applicant. If the county believes collusion exists among applicants, bids from participants in collusion will not be considered.
- 5. **Conditions, limitations, or provisions** attached by the applicant to the bid forms may cause its rejection. Bids containing items not included in the form of bids will be considered irregular.

I. INSURANCE AND BOND REQUIREMENTS

The Contractor is responsible for all personal and liability insurance and worker's compensation coverage for himself and all employees as described in Exhibit B of this ITB. **Bid, payment and performance bonds are required for this project.**

J. MODIFICATION AND WITHDRAWAL OF BIDS

- 1. Withdrawal prior to time for receiving bids: Bids may be modified or withdrawn by appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. Bid withdrawals will

not prejudice applicant's rights to submit a new bid prior to the deadline for submitting bids.

2. Withdrawal after the time for receiving bids: After the period for receiving bids has expired, no bid may be withdrawn, modified, or explained, except as provided for in the below article.

K. BIDS TO REMAIN OPEN

A proposal guarantee will be returned to a bidder upon receipt by the county of the bidder's written withdrawal of his bid if such receipt is before the time scheduled for the opening of bids. Upon the determination by a county of the lowest reliable bidder, the county will return the proposal guaranties to all bidders except that of the lowest reliable bidder. If no contract award is made within thirty (30) days after the date set for the opening of bids, all bids shall be rejected and all proposal guaranties shall be returned unless the county and the successful bidder agree in writing to a longer period of time.

L. AWARD OF PRICE AGREEMENT AND CONTRACT

1. 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. In case of error in the extension of prices in the bid, 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.
2. 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.
3. The county may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for work.
4. 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.
5. The county will award the project at the county's discretion.

M. POST AWARD DOCUMENTS

1. Occupational Tax License: Applicant shall provide evidence of a valid Oconee County occupational tax license in order to provide goods and/or services for the county.
2. Certificate of Insurance: Contractor shall have insurance provider email a Certificate of Insurance that illustrates the levels of coverage the applicant carries. The certificate needs to include an "additional insured" language for the county. See Exhibit A for Oconee County insurance requirements.
3. Oath by Successful Bidder: A successful bidder, before commencing work, shall execute a written oath, as required by subsection (e) of Code Section 26-91-21, stating that he or she has not violated such code, which makes it unlawful to restrict competitive bidding.
4. Performance and Payment Bonds: (form provided) the successful bidder will be required to furnish the owner with a Certificate of Insurance, including Workman's Compensation insurance. The consent of surety shall state that upon award of the agreement, a performance bond for one hundred percent (100%) and payment bond for one hundred percent (100%) of the total agreement amount can be furnished.
5. * Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Georgia.
6. Subcontractor GA Security & Immigration Compliance Affidavits are required by the county within five (5) days of Contractor hire date.

N. CONTRACT TIME

The work shall be completed by **November 30, 2019**, unless otherwise noted.

O. SIGNATURE REQUIRED

Each bidder shall furnish all information required by the bid schedule and schedule of values. 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.

P. EVALUATION AND AWARD CRITERIA

Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the county, and the delivery terms will be taken into consideration in making the award. The county may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all such information and data for this purpose as the county may request. The county reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the county that such bidder is properly qualified to carry out the obligations of the contract.

The county reserves the right to make an award as deemed in its best interest and to a single bidder.

Q. 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.

R. LOCAL BUSINESS INITIATIVE

Any purchase or contract of under \$100,000.00 bid or otherwise placed by Oconee 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 seven percent (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 seven percent (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 seven percent (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 seven percent (7%) of the lowest overall bid.

S. RULE FOR AWARD

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or 'lump sum' price (whichever may apply).

T. INVOICING

All invoices must be submitted to the Finance Department by email at financedept@oconee.ga.us or by mail to:

Oconee County Board of Commissioners Finance Department
P.O. Box 1527
Watkinsville, GA 30677

Section II

General Terms and Conditions

Invitation to Bid Number 20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

Invitation to Bid Number 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road

A. CONTRACT AND CONTRACT DOCUMENTS

The ITB and contract's bid shall form part of the purchase order and the provisions thereof shall be as binding upon the parties.

B. DEFINITIONS

1. 'Alternate bid' 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.
2. '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.
3. 'Bid bond' means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
4. '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.
5. '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.
6. '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.
7. 'Emergency' means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
8. 'Governing authority' means the official or group of officials responsible for governance of a governmental entity.
9. '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.
10. 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and

protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

11. 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
12. '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.
13. '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.
14. '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.
15. '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.
16. 'Scope of work' means the work that is required by the contract documents.
17. '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.
18. 'OCBOC' Oconee County Board of Commissioners

C. AGREEMENT RENEWAL, IF APPLICABLE

This agreement may be renewed up to four (4) successive, one (1) year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year. The execution of all documents is subject to the owner's approval. Written notice shall be given by either party approximately sixty (60) days prior to the expiration date of each agreement period.

D. NONAPPROPRIATION OF FUNDS

The contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Oconee County Board of Commissioners. If funding to a department is reduced due to an order by the OCBOC or if federal

funding, when applicable, is not provided, the OCBOC may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the OCBOC upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

E. DISCREPANCIES

Should a 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 no 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." 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.

F. MATERIALS, SERVICES, AND FACILITIES

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.

Any work necessary to be performed after regular hours, on Sundays, or legal holidays shall be performed without additional expense to the owner.

G. 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.

H. BRAND OR MANUFACTURER'S REFERENCE

The county has determined that any manufacturer's brand defined in the ITB specifications meets the county's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the county desires to purchase. Bids for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model unless "no substitutions" has been noted in the bid documents. The county reserves the right to determine products and support of equal value.

I. INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and GDOT and under the direct supervision and to the entire satisfaction of Oconee County. Further, the county may make inspections of the work performed under the agreement. Any inspection by the county does not relieve the contractor of any responsibility in meeting the agreement requirements. The decision of the project manager, 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.

J. WARRANTY

The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the OCBOC under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract.

Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: the product will do what the salesperson said it would do; the product will live up to all specific claims that the manufacturer makes in their advertisements; the product will be suitable for the ordinary purposes for which such product is used; the product will be suitable for any special purposes that the county has relied on the contractor's skill or judgment to consider when it advised the county about the product; the product has been properly designed and manufactured; the product is free of significant defects or unusual problems about which the county has not been warned. Remedies available to the county include the following: the contractor will repair or replace, at no charge to the county, the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the OCBOC may otherwise have under this contract.

K. 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.

L. APPLICABLE LAWS AND 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 County of Oconee.

M. OPEN RECORDS

Bidder acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Bidder agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Bidder asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Bidder *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

N. NOTICES

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

TO COUNTY:

OCONEE COUNTY FINANCE DEPARTMENT
DIVISION OF PROCUREMENT
23 N. MAIN STREET, SUITE 203
P.O. BOX 1527
WATKINSVILLE, GA 30677

O. 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 or her authorized representative(s). The contractor shall not comply with requests and/or orders issued by anyone other than department director or his or her authorized representative(s) acting within their authority for the county. Any change to the agreement must be approved in writing by the county administrator and the contractor.

P. 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.

Q. 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.

R. 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.

S. DELIVERY

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. destination, freight prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY, WITHIN FIVE (5) WORKING DAYS, UPON RECEIPT OF ORDER.**

Responsibility and liability for loss or damage will remain with contractor until final inspection and acceptance when responsibility will pass to the state except as to latent defects, fraud, and contractor's warranty obligations.

T. 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.

U. SUBCONTRACTORS

All applicants 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.

V. 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.

W. PAYMENT PROCEDURES

The contractor shall submit application for payment as described below:

1. Progress Payments: Contractor shall furnish to Owner on forms furnished by Contractor or Engineer, no later than the twenty-fifth (25th) day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the contractor and be supported by such data as owner may reasonably require. Engineer shall review, and within ten (10) days after receipt of each progress payment request, indicate in writing approval of the payment request to the Owner or return the progress payment request to the Contractor indicating in writing his reasons for refusing to approve it. The Owner will, within thirty (30) days after receipt of progress payment request, pay Contractor based on the approved progress payment request, less the retainage and other deductions pursuant to the terms of these documents.
2. Prior to completion, progress payments will be made in an amount equal to ninety percent (90%) of the work completed , less in each case the aggregate of payments previously made.
3. If the contractor falls behind schedule to the point that the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all contractor pay requests submitted after the latest time of completion.

5. Final Payment: Upon acceptance of work in accordance with the general conditions, the owner shall pay balance due of contract price less any payments previously made.

X. 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 U.S. 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 or 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 or her designee. The finance director shall render a decision within sixty (60) days of receipt of the appeal.

Y. ASSIGNMENT OF CONTRACT

The agreement may not be assigned in whole or in part without the written consent of the finance department.

Z. CHANGE ORDERS OR AGREEMENT MODIFICATIONS

Oconee County may order changes within the general scope of the contract at any time by change order or modification to the purchase order. Changes within the scope of the agreement are generally initiated between contractor and project manager. The project manager will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to purchasing, a revised purchase order is issued and distributed. The contractor shall acknowledge with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Oconee County a credit for any savings. Said compensation shall be determined by mutual agreement between Oconee County entity and the contractor in writing.

AA. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses because of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay the County liquidated

damages in accordance with Georgia Department of Transportation Standard Specifications, Section 108 for each calendar day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

BB. CORRECTION OF WORK

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. Oconee County 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.

CC. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the contractor from any obligations under this contract.

DD. TERMINATION

Subject to the provisions below, this agreement may be terminated by the county upon thirty (30) days advance written notice to the contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the agreement may be extended upon written approval of the county until said work or services are completed and accepted:

1. Termination for Convenience: The county may terminate this agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

2. Termination for Cause: In the event of termination for cause, the thirty (30) days advance notice is waived and the contractor shall not be entitled to termination costs.
3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this agreement in a subsequent fiscal year, then the agreement shall be canceled with no further cost to the county.

EE. BID, PERFORMANCE, AND PAYMENT BONDS

Each bidder must deposit with his bid a bid bond or certified check for five percent (5%) of the total bid amount, and a consent of surety form from a surety company licensed to do business in the State of Georgia. The consent of surety shall state that upon award of the agreement, a performance bond for one hundred percent (100%) and payment bond for one hundred percent (100%) of the total agreement amount can be furnished. The payment and performance bonds are required before the notice to proceed can be issued. Bonds shall be increased as the contract amount is increased.

Bridge Repair Bonds, if applicable: The term "bridge" shall include the approaches to such bridge within fifty (50) feet of either end except when the bridge itself measures one hundred (100) feet or more, in which case the term "bridge" shall include the approaches within one hundred (100) feet of either end of the bridge. Where the contract relates to the construction or reconstruction of all or a part of a bridge, Oconee County may require the successful contractor to add to the conditions of the performance bond required under paragraph (1) of Code Section 32-4-69 the following condition: to keep the bridge in good condition for a period of not less than seven years.

FF. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. Contractor's and Subcontractor's 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 contractor's industry.

2. 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.
3. Contractor's Public Liability, 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 of the type.
4. Subcontractor's Public Liability, 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, property damage insurance, and vehicle liability insurance of the type.

GG. 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.

HH. GENERAL INDEMNIFICATION

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

II. AGREEMENT

Each bid is received with the understanding that the acceptance in writing by the county of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the bidder and the county which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The county, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

1. The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the board, and may be amended with the issuance of a change order under the signature of the chair.
2. "No parole evidence" prohibits oral modifications to the contract or allowance for past practices by the county.
3. Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

JJ. 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 or service may result in removal from the supplier list under that commodity or service.

KK. GENERAL CONTRACTOR 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 and any subcontractors chosen by the respondent 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>).

LL. AUTHORITY TO BIND FIRM IN AGREEMENT (BIDDER'S AFFIDAVIT)

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show title or authority to bind the firm in agreement. Firm name and authorized signature must appear on bid in the space provided on the pricing page.

Those authorized to sign are as follows:

1. If a sole proprietorship, the owner may sign.
2. If a general partnership, any general partner may sign.
3. If a limited partnership, a general partner must sign.
4. If a limited liability company, a "member" may sign or a "manager" may sign if so specified by the articles of organization.
5. If a regular corporation, the CEO, President, or Vice president must sign.
6. Others may be granted authority to sign, but the county requires that a corporate document authorizing him or her to sign be submitted with the bid. This document is include in the bid document package for your convenience.

MM. 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 ITB and will not be discriminated against on the grounds of race, color, national origin, sex, handicap, or disability in consideration of an award.

NN. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a bid 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.

1. 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.
2. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following: the affiant has registered with and is authorized to use the federal work authorization program; the user identification number and date of authorization for the affiant; the affiant is using and will continue to use the federal work authorization program throughout the contract period; any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the

requirements set forth in this paragraph; and 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.

3. 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.

Section III

Work Scope

**Invitation to Bid Number 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

Invitation to Bid Number 20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road

A. TECHNICAL SPECIFICATIONS

Contractor is responsible for construction of intersection improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road. All construction materials shall be in accordance with the GDOT qualified products list. Contractor must be prequalified with GDOT.

1. Description of the Work: For the description of work, please refer to the Site Construction Plans for Mars Hill, Virgil Langford & Rocky Branch Roads Intersection Improvements, Exhibit B. It is advised that these plans be reviewed in advance of the pre-bid meeting so the engineer and director can answer any questions you may have regarding the project.

All work as described in the technical specifications is subject to the inspection of the Oconee County Public Works Department. It shall be the contractor's responsibility to coordinate with the Oconee County Public Works Department for inspection services.

2. Scope of Work: Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the scope of work assigned to the contractor.

The basic scope of work to be performed under this agreement is to provide construction of turn lanes in preparation for signalizing the Mars Hill Road/Rocky Branch Road/Virgil Langford Road intersection for Oconee County Government and shall meet or exceed the GDOT's standards and specifications. All signage and traffic control shall be in compliance with the latest edition of the "Manual of Uniform Traffic Control Devices for Streets and Highways." All signage to be provided must be high intensity prismatic material.

Right-of-way has been acquired for this project. All known utilities have been relocated, or are in the process of being relocated at the time of this bid.

3. Schedule: This project is estimated to begin within one (1) week of NTP and be completed by November 30, 2019.

4. Execution: During the execution of this project, the contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County. The contractor shall provide all necessary signage and traffic control devices.
5. Traffic Control: 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 GDOT a minimum of forty-eight (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 GDOT.

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 allowed the contractor for meeting such requirements.

6. Compensation: Contractor shall be compensated for satisfactory completion of work performed pursuant to an assigned scope of work in accordance with the contract agreement. A purchase order submitted to the contractor will be paid through a budget line item recommended by staff and approved by the Board of Commissioners. The contractor will be compensated by a lump sum fee by purchase order, unless otherwise mutually agreed to by the parties hereto.

Pursuant to the requirements of Georgia law, the county's performance and obligation to fund this agreement shall be contingent upon an annual appropriation by the Oconee County Board of Commissioners.

Payment requisitions must be sent to:

Jody Woodall, Public Works Director
Oconee County Government
jwoodall@oconee.ga.us

and

Abe Abouhamdan, PE, F.ASCE
ABE Consulting, Inc.
2410 Hog Mountain Road, Ste. 103
Watkinsville, GA 30677

Notices must be sent to:

Oconee County Finance Department
financedept@oconee.ga.us
P.O. Box 1527
Watkinsville, GA 30677

Payments and notices will be made to the contractor as designated on the submitted bid.

7. Contacts: The Oconee County Public Works Director, Jody Woodall, will be the project manager and contact after award. Please contact Karen Barnett, Procurement Office, via email if you have any questions about this project during the solicitation process.

B. BID SCHEDULE

"Bid Schedule" is located in Attachment B - Bid Forms. The "Schedule of Values" is an Excel format spreadsheet uploaded as separate Attachment A. **Please complete both documents and submit them as your cost proposal.**



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
Bidder's Checklist**

Company Name: _____

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

ITEM DESCRIPTION

- ☐ Bidder's Checklist
- ☐ Bid Schedule
- ☐ Addenda Acknowledgement Form
- ☐ Contractor Reference & Release Form
 - Prime
 - Subcontractor
- ☐ Contractor Information Form
 - Prime
 - Subcontractor
- ☐ Local Business Initiative Affidavit
- ☐ Contractor Certification and Non-Collusion Affidavit
- ☐ Contractor Drug-Free Workplace Affidavit
- ☐ S.A.V.E. Affidavit
- ☐ Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- ☐ W-9
- ☐ Copy of Current Insurance/Certificate of Insurance
- ☐ Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

Authorized Signature

Title

Print Name

Date



Oconee County Board of Commissioners
Bid Schedule
ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

I certify that the bid is accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount. By submission of this bid, I also certify that I, 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.

I have included all required documents required per the Bid Documents. I, the Bidder, has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this Bid and all attachments, if required.

Please use this Bid Schedule to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project. Please answer the questions below:

1. Federal Tax ID# _____
2. Indicate legal form of proposer:

Corporation _____ Partnership _____ Individual _____ Other (specify) _____
3. Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please provide an attached list of names of subcontractors with your bid
(County form provided).
4. Anticipated Start Date: _____
5. Are there any Exceptions noted in your submittal? Yes _____ No _____
If yes, please clearly mark the exceptions on the ITB document and return with your cost bid.
6. Did you submit an Alternate Bid? Yes _____ No _____
If yes, please submit alternate on a separate sheet of paper, sealed in an envelope marked "Alternate Bid". Alternate bids will only be accepted if noted as such in the ITB documents or issued addenda.
7. THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING
SERVICES IN STRICT CONFORMANCE TO THE ITB SCOPE OF WORK



**Oconee County Board of Commissioners
Bid Schedule
ITB #20-07-01**

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

AND ITB INVITATION ISSUED BY OCONEE COUNTY. ANY
EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF
THE ITB. PRICES ARE GOOD FOR 60 DAYS AFTER AWARD:

(Firm/Company-*PRINTED*)

(Address, City, State, Zip)

(Bidder, Name-*PRINTED*)

(Bidder Contact Email/Phone)

Bidder's Signature

Date

8. Lump Sum Price: \$_____

(Total Written Price)

BY: Signature of 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:_____



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
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

PRIME CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references for the prime bidder and each proposed subcontractor, using a separate *Reference and Release Form* for each. (Please make copies as necessary and submit with the Bid Document Package.) Provide the information requested in the form below for the County's contact person who will verify the prime bidder's and all subcontractor's experience and ability to perform the services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ Date _____

Please make copies as needed.

SUB-CONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the subcontractor's experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature of Sub-contractor Only)

Company Name _____ Date _____



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
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

SUB-CONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Bidder is awarded the Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

Name

_____, _____, _____
Street Address

City

State

Zip

2. TYPE OF WORK: _____

Name

_____, _____, _____
Street Address

City

State

Zip

3. TYPE OF WORK: _____

Name

_____, _____, _____
Street Address

City

State

Zip

4. TYPE OF WORK: _____

Name

_____, _____, _____
Street Address

City

State

Zip

(Make copies as necessary.)



ITB #20-07-01

Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road 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 #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road 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 **ITB #20-07-01** 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 #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
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

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

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

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

As _____ a _____ representative _____ of:

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

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This day of _____, 20__ .

Signature of Applicant: _____

Printed Name: _____

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

Notary Public

My Commission Expires:

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

Alien Registration number for non-citizens: * _____



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
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



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

Immigration and Security Form

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	ITB#20-07-01

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 TM Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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

ITB #20-07-01

Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County's Solicitation Number:	ITB#20-07-01

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

[illegible]



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	ITB#20-07-01

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



ITB #20-07-01

**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
POST AWARD CHECKLIST**

Company Name: _____

ITEM DESCRIPTION

Awardee Checklist

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

1. Forms supplied by Oconee County:

- Performance & Payment Bonds
- Contract
- Certificate of Corporate Bidder
- Certificate of Authority - Joint Venture
- Contractors E-Verify Affidavit
- Sub-Contractor E-Verify Affidavit
- Sub-Contractor E-Verify Affidavit
- Contractor Affidavit and Oath of Successful Bidder

2. Forms supplied by Bidder:

- Occupational Tax License
- Current Certificate of Insurance naming the Oconee County Board of Commissioners as additional certificate holder.

PAYMENT BOND

Bond No.: _____

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

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for
the project known as the **Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil
Langford Road** (hereinafter called the "Contract") and which Contract is hereby referred to and
incorporated by express reference as if fully set forth herein.

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

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of
Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

PERFORMANCE BOND

Bond No.: _____

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

WHEREAS, Principal has been awarded a contract with Oconee County Board of Commissioners for
the project known as the **Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil
Langford Road** (hereinafter called the "Contract") and which Contract is hereby referred to and
incorporated by express reference as if fully set forth herein.

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of
Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

STATE OF GEORGIA

COUNTY OF

OCONEE

CONTRACT FOR CONSTRUCTION

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

I. SCOPE OF WORK

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

(1) The Work relates to the following Project:

ITB #20-07-01

Construction of Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road

The proposed project description is located in the architectural documents, **Exhibit A** of ITB#20-07-01.

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

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

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

II. TIME, TERM AND LIQUIDATED DAMAGES

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within one (1) week from the date on the Notice to Proceed. Contractor shall fully complete the Work by November 30, 2019. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the Oconee County Chairman or his/her designee and the Contractor in accordance with the terms of this Contract.
- B. **Contract Term.** This contract shall terminate without further obligation on the part of the County, with no further renewals, on this 30th day, of November, 2019, unless extended by Change Order adopted and approved by the Oconee County Board of Commissioners and the Contractor in accordance with the terms of this Contract.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses because of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay the County liquidated damages in accordance with Georgia Department of Transportation Standard Specifications, Section 108 for each calendar day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

III. PAYMENT

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

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

Email: financedept@oconee.ga.us

OR

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

- (2) A copy must be submitted to:

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

- C. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.
- D. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Finance Director within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

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

than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Purchasing Officer or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

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

and

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

With a copy to: Oconee County Public Works
1291 Greensboro Hwy
Watkinsville, GA 30677
Attn: Public Works Director

If to the Contractor:

With a copy to: *(Insert Contractor name and address)*

V. FEDERAL WORK AUTHORIZATION

- A. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

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

VI. CORPORATE AUTHORITY

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

VII. PERFORMANCE AND PAYMENT BONDS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond equals to \$ 100% of the Contract Price, attached hereto as **Attachment F** and a payment bond, attached hereto as **Attachment G**,

equals to 100% of the Contract Price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.

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

VIII. ATTACHMENTS

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

Attachment A, Purchase Order

Attachment B, Contractor's Affidavit.

Attachment C, Subcontractor's Affidavit(s).

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

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies

- B. In addition to the foregoing, the Bid Document Package dated July 2, 2019, the original of which is maintained in the County's Department of Finance, forms an essential part of this Contract as if fully set out herein.

IX. FUNDING CLAUSE

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

NAME OF CONTRACTOR

OCONEE COUNTY, GEORGIA

By: _____
Signature (SEAL)

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Oconee County
Department Director

by Dir.(SEAL)

JOHN DANIELL
Chairman
Oconee County, Georgia

Date

ATTEST:

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

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name
(Typed or Printed)

ITB #20-07-01
**Construction of Intersection Improvements at Mars Hill Road/Rocky
Branch Road/Virgil Langford Road**

CERTIFICATE OF CORPORATE BIDDER

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

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

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ITB #20-07-01
**Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road**

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

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter
“Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the
Invitation to Bid No. 20-07-01 for the Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road
3. Venturer is organized and incorporated to do business under the laws of the State
of _____; and
4. Said Invitation to Bid or Request for Proposal No. 20-07-01 was duly signed by
said officer for and on behalf of said Venturer and the Contractor pursuant to the
authority of the governing body of each and within the scope of its corporate
powers.

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

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer
is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

**COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH
JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.**

BIDDER'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91
CONTRACTORS E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Bidder submitting a Bid to OCONEE COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Intersection Improvements at Mars Hill Road/Rocky Branch Road/Virgil Langford Road
Name of Project

Oconee County, GA
Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:



Invitation to Bid#20-07-01
Construction of Intersection Improvements at Mars Hill
Road/Rocky Branch Road/Virgil Langford Road

Immigration and Security Form
Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
Subcontractor's Name:	
County Solicitation Number:	ITB#20-07-01

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

E-Verify Authorization 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-

STATE OF GEORGIA COUNTY OF
OCONEE

**CONTRACTOR AFFIDAVIT AND OATH OF
SUCCESSFUL BIDDER**

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

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____ (*city*), _____ (*state*).

By:

Signature

Print Name of Affiant

Print Title of Affiant

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

NOTARY PUBLIC

My Commission Expires:



Oconee County Board of Commissioners

EXHIBIT

B. Oconee County Insurance Requirements

Exhibit B

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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- Certificate Holder should read:
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
 - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
 - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 - No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	

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

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

2. Asbestos Abatement:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 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 contractor's pollution liability policies.

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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.

4. **Consulting Services:**

Workers Compensation (WC):

Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional Liability Type and limits defer by consulting type

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

5. Custodial Services:

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

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

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

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

General Aggregate Limit \$ 2,000,000

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

Automobile Liability

Combined Single Limit \$ 1,000,000

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

7. **Food Service:**

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

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

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

General Aggregate Limit \$ 2,000,000

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

Liquor Liability (When applicable) \$ 1,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

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

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

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

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional liability (malpractice)	\$ 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 professional liability policies.

11. Pest Control:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
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Aggregate	\$ 2,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional 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
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NO EXEMPTIONS

Commercial General Liability (CGL):

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

Combined Single Limit	\$ 1,000,000
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Umbrella Liability	\$ 2,000,000
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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 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.

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

14. Security:

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability Insurance	\$ 3,000,000

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

15. Staffing Services:

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

Automobile Liability

Combined Single Limit

\$ 1,000,000

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