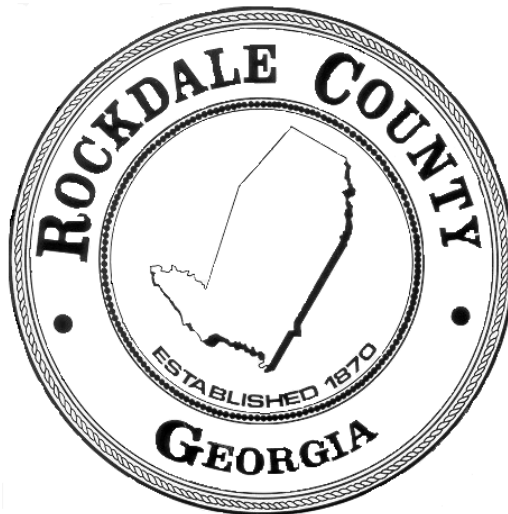


# **ROCKDALE COUNTY, GEORGIA**

**June 19, 2019**

## **STORMWATER CONSTRUCTION & MAINTENANCE SERVICES**

**INVITATION TO BID (ITB)  
# 19-15**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 MILSTEAD AVENUE  
CONYERS, GA 30012  
770-278-7552**

# STORMWATER CONSTRUCTION & MAINTENANCE SERVICES

## INVITATION TO BID (ITB)

# 19-15

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**INTRODUCTION:**

This is an Invitation to Bid (ITB) to procure **Stormwater Construction & Maintenance Services (ITB # 19-15)**. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT:**

All questions concerning this ITB and all questions arising subsequent to contract award are to be addressed to:

Rockdale County Finance Department  
Purchasing Division  
Attn: Meagan Porch  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax (770) 278-8910  
E-mail: [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders **SHALL NOT** contact anyone other than the person listed above until after the award of the contract. **Bidders who fail to comply with this instruction may be disqualified.**

**BID COPIES FOR EVALUATION:**

The bidder shall submit five (5) hardcopies of the bid (one original, four photocopies) and one (1) Flash Drive containing the bid in Adobe PDF format. All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number (# 19-15) must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

**BID DUE DATE / BID OPENING DATE:**

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 until **2:00 P.M. local time, Thursday, July 18, 2019**. Bids will be opened and read aloud at this time. Bids received after this time will not be accepted. Bidders are not required to attend the bid opening.

**PRE-BID MEETING:**

There will not be a pre-bid meeting.

**QUESTIONS AND CLARIFICATIONS:**

You should submit your questions and/or requests for clarifications about this ITB no later than **Thursday, July 11, 2019 at 2:00 p.m., local time**. Written responses from the County to the questions it receives will be issued in an addendum. Any questions and/or misunderstandings that may arise from this ITB must be submitted in writing and forwarded to the Procurement Office at the above address or by email. It shall be the bidder's responsibility to seek clarification as early as possible prior to the due date and time.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued as an addendum. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

Bidders should check with the Procurement Office frequently during the bidding process to verify that they have received all issued addenda. Bidders have the responsibility of making sure that they have received all issued addendums. Addenda are posted on the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov). Click on the link for **Bid Opportunities**, and then click on the link for **Current Bids / RFP / RFQ**. Addenda will be listed under the entry for **ITB # 19-15, Stormwater Construction and Maintenance Services**.

**QUALIFICATIONS OF BIDDERS:**

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Bidders which have their home office in Rockdale County must have a current Rockdale County Business License.

Bidders must possess a valid General Contractor's License or Utility Contractor's License for the State of Georgia and be a current Prequalified Contractor for the Georgia Department of Transportation. **Failure to provide these credentials will result in rejection of the bid.**

Bids from any bidder that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders shall submit three (3) references for comparable projects. The reference information shall include name of owner of the project, brief project description, location, contracted dollar amount, completed dollar amount, scheduled completion date, actual completion date, contact person's name, phone, fax, and e-mail.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

**OPTION TO AUDIT:**

The successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

**TORT IMMUNITY:**

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

**PROPRIETARY INFORMATION:**

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

**QUANTITIES:**

The quantities listed in the Bid Item Table are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

**SELECTION PROCESS / AWARD OF CONTRACT:**

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a bidder different than the bidder recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

Rockdale County may evaluate bids and award a contract without discussions with bidders. Therefore, the bidder's initial bid should contain the bidder's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

**INSURANCE:**

The bidder shall maintain the following insurance in full force and effect during the contract term.

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability except Automobile	\$1,000,000.00 each occurrence
	\$1,000,000.00 aggregate
Property Damage Liability except Automobile	\$1,000,000.00 each occurrence
	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
If hazardous substances are involved, Pollution Liability (with 1 year extended reporting period)	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate
Environmental Impairment Liability (with 1 year extended reporting period)	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate
Professional Liability	\$3,000,000.00
Excess Umbrella Liability	\$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, the successful bidder shall deliver to the County a certificate or policy of insurance evidencing their compliance with this paragraph. The bidder shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale County, Georgia shall be named as additional insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates are to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

**BONDS:**

Please see Special Terms and Conditions for Stormwater Service Contracts.

**PERMITS:**

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes as required by local, State, and Federal regulations. Rockdale County will waive fees for all permits issued by Rockdale County.

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011:**

Bidders responding to this ITB must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the ITB package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the bidder or their authorized agent.
- B. The form must be notarized.
- C. The bidder will be required to have all subcontractors and sub-subcontractors complete the appropriate affidavits and return them to the County a minimum of five (5) days prior to beginning any work. Format for this affidavit can be provided to the bidder if necessary.

**LOCAL VENDOR PREFERENCE POLICY:**

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Requests for Proposal after May 1, 2013. The Local Vendor Preference Policy will give a local bidder (i.e. bidder with its home office located in Rockdale County) the opportunity to match the price of a non-local bidder's price if they are within 5% of the low bidder's price for an ITB. A copy of the Policy may be downloaded from the County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under ***Bid Opportunities***.

The Local Vendor Preference Policy **WILL NOT** apply to this ITB.

**CONTRACT TERM:**

The contract will be effective for 12 months after award by the Board of Commissioners, but may be renewed for 2 additional 12-month terms (i.e. for a maximum total of 36 months).

## **GENERAL INFORMATION:**

### **RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

### **WITHDRAWAL OF BID:**

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

### **REJECTION OF BID:**

Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

### **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable Federal and State laws in effect at the time the contract is awarded.

### **NON-COLLUSION AFFIDAVIT:**

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

### **INTEREST OF:**

By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

### **DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to bidders, general conditions, instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

### **GOVERNING LAWS:**

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

### **ERRORS AND OMISSIONS:**

The bidder shall not take advantage of any errors or omissions in this ITB, and shall promptly notify Rockdale County of any omissions or errors found in this document.

## STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The ITB number (# 19-15) must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882  
Sales Tax Exempt #58-800068K
11. If applicable, warranty information shall be provided.
12. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.



## **BID SPECIFICATIONS FOR ITB # 19-15**

**Program Name:** Stormwater Construction & Maintenance Services

**Program Summary:** Rockdale County intends to award a contract to multiple bidders, which will each become a "Contractor", for the construction and maintenance of stormwater management systems countywide. Project locations and specific scopes of work will be established at a later date.

As directed by the County's Project Manager, the Contractor shall provide all labor, materials, and equipment for the following services and products:

- Construction of channels, culverts, storm sewer structures, curbs, gutters, flumes, spillways, energy dissipators, detention ponds, water quality measures, and other drainage infrastructure
- Maintenance of existing stormwater infrastructure, including removal of sediment and debris, repair of cracks and holes, structural repairs, grouting of voids, slip-lining and relining of pipe, clearing of woody vegetation, and stabilization/armoring of inlet and outlet areas
- Construction and maintenance of erosion, sedimentation, and pollution control measures, including temporary roads, gabion walls, temporary stream crossings, stream diversions (e.g. pump-arounds, diversion channels), and stream restoration measures (e.g. slope matting, revetments, cross vanes, step pools, live staking)
- Construction and repair of roads, driveways, sidewalks, retaining walls, fencing, handrails, guardrails
- Landscaping, including installation of sod, ornamental grasses, shrubs, trees, mulch, landscape timbers, stone walls, etc.

Additionally, the Contractor shall provide all necessary purchasing, coordination, supervision, mobilization, traffic control, erosion and sedimentation control, construction staking, demolition, removal, disposal, utility protection and relocation, clearing, grubbing, excavation, grading, compaction, paving, marking, cleanup, and other services required for a project.

Material and labor commonly needed by the County are shown in the Bid Item Table. The Total Bid Amount will be used to determine which bidders are awarded contracts, and will serve as the basis for establishing the contract amount. Quantities are not guaranteed, and are presented for bidding purposes only. Prices provided in the Bid Item Table shall be used for any project that is assigned to a single Contractor without a competitive bidding process. Otherwise, the County will utilize competitive bidding between all Contractors on a lump-sum basis for assigning projects. Prices for items not included in the Bid Item Table will be negotiated on a per-project basis.

Unless specifically directed otherwise in the project plans, specifications, or contract documents, all work shall be performed according to GDOT's current policies and publications (e.g. Standard Specifications, Construction Standards and Details), shall follow manufacturer instructions and industry standards, shall conform to the Special Terms and Conditions for Stormwater Service Contracts, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.

**Construction Plans:** Will be provided after contract award on a per-project basis.

**Bidders are strongly encouraged to review the ITB, specifications, and applicable regulations before preparing a bid.**

**Additionally, prior to submitting a bid, bidders are strongly encouraged to use the Bidder's Checklist (Attachment 4) to ensure that all necessary documents have been completed and included.**

## SPECIAL TERMS AND CONDITIONS FOR STORMWATER SERVICE CONTRACTS

### 1. Definitions:

- a. The term "County" shall mean "Rockdale County, Georgia", but also will be used to refer to Rockdale County's Stormwater Utility, Finance Department, Board of Commissioners, and other personnel responsible for the procurement and administration of the contract.
- b. The term "ITB" shall mean "Invitation to Bid", but will also be used to refer to this particular document in its entirety.
- c. The term "bidder" shall mean a business entity that submits a response to this ITB.
- d. The term "bid" shall mean all documentation submitted by a particular bidder, in addition to any information about such bidder obtained during the evaluation process, whether it is discovered by the County or provided by references.
- e. The term "Contractor" shall mean a particular bidder that has been awarded a contract.
- f. The term "Representative" shall mean a single employee of the Contractor who is expected to be the main point of contact between the County and the Contractor, and who will be responsible for coordinating all work.
- g. The term "project" shall refer to any work assigned to the Contractor.
- h. The term "Project Manager" shall mean a single employee of the County who has the authority to make decisions about the execution and acceptability of all work associated with the project.
- i. The term "work order" shall mean the document that officially authorizes a project to begin, and that specifies the scope of work, cost, schedule, conditions, etc.

### 2. Communication:

- a. Unless specifically stated elsewhere, all written communication required in the execution of contract responsibilities shall be sent through e-mail, and communication shall only occur between the Project Manager and the Representative.
- b. The Representative shall be available to receive telephone calls and e-mail from the Project Manager at any time (i.e. 24 hours a day, seven days a week) during the contract term, and shall respond as necessary and in a timely manner.
- c. If the Contractor needs to change its Representative, due to personnel changes or leaves of absence (e.g. vacations, illness), the Project Manager shall be given the new Representative's contact information as soon as possible.

### 3. Scheduling:

- a. The amount of time allotted for mobilization and completion of the project is specified in the work order, and may only be extended by the Project Manager.
- b. Upon issuance of a work order, the Representative shall create a proposed schedule, which demonstrates how the Contractor will complete the project within the allotted time. The schedule shall show the appropriate sequence and duration of the remaining tasks, and shall account for all known and anticipated sources of delay (e.g. weather, subcontractor availability).
- c. The Representative shall update the proposed schedule as necessary, and notify the Project Manager of any expected delays or other changes as soon as possible.
- d. Time extensions will not be granted for issues and factors which are reasonably within the Contractor's ability to predict, prevent, mitigate, withstand, or control. In particular, an extension will not be granted for:
  1. Poor planning, coordination, or execution of work
  2. Late, incorrect, or incomplete submittal of shop drawings or other time-sensitive documentation
  3. Seasonal weather conditions of normal frequency, duration, and intensity
- e. The Representative may be required to demonstrate why a certain cause for delay was unforeseeable, unavoidable, or unmanageable.
- f. The Contractor shall not be entitled to charge the County for extended overhead costs associated with delays or time extensions, unless the project schedule is extended through a revised work order.
- g. Unless otherwise authorized by the Project Manager, the Contractor shall perform work only between 7:30 AM and 5:30 PM, Monday through Friday, except for official County holidays.
- h. The Project Manager may stop work at any time, and may delay work as much as necessary, if the Contractor is deemed to be noncompliant with its work order or contract obligations.

## **SPECIAL TERMS AND CONDITIONS FOR STORMWATER SERVICE CONTRACTS**

### **4. Quality Control and Assurance:**

- a. The Contractor shall be solely responsible for the quality and accuracy of the work it performs and the work performed by its subcontractors.
- b. The Contractor shall ensure that an experienced and qualified supervisor will be present throughout all construction operations.
- c. The Contractor shall perform all work in strict conformance to the project's plans and specifications, and shall employ the means necessary to ensure the intended methods, materials, shapes, sizes, elevations, alignments, angles, strengths, pressures, capacities, clearances, finishes, etc. have been satisfied to the greatest extent practicable.
- d. Unless specifically directed otherwise in the project plans, specifications, work order, or contract documents, all work shall be performed according to GDOT's current policies and publications (e.g. Standard Specifications, Construction Standards and Details), shall follow manufacturer instructions and industry standards, shall conform to the Special Terms and Conditions for Stormwater Utility Projects, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.
- e. At the Project Manager's request, the Representative shall demonstrate with measurements, photos, onsite testing, etc. that all work has been properly constructed.
- f. If directed by the Project Manager, the Contractor shall immediately correct any errors, deficiencies, and defects.
- g. Work shown in shop drawings shall not begin without the Project Manager's written approval.
- h. Any questions or concerns about the work shall be directed to the Project Manager.
- i. Any necessary deviations from either the plans or specifications shall be reported to the Project Manager as soon as possible. Modifications shall not be made without prior written authorization from the Project Manager.
- j. When the project is nearly complete, the Project Manager and Representative shall inspect the work together. The Contractor shall correct all errors, deficiencies, and defects before final payment is authorized.
- k. Upon completion of the work and before final payment is made, the Representative shall provide a written guarantee to the County, stating that the Contractor shall correct any defects in its workmanship or any damage resulting from such defects for a period of one year, without expense to the County. However, this guarantee shall not require the Contractor to remedy any problems arising from normal deterioration, inadequate design, vandalism, or natural phenomena.

### **5. Project Assignment, Invoicing, and Financial Issues:**

- a. The Project Manager shall have the sole discretion whether to assign a project based upon a competitive bidding process using lump sum pricing from each Contractor, or whether to assign a project to a single Contractor using its contractual unit prices.
- b. Invoices may be submitted monthly or at project milestones, as agreed upon by the Representative and the Project Manager.
- c. Details regarding retainage and/or bonds will be specified in the work order.
- d. No payment will be made for portions of the project that are not completed or provided.
- e. Payment will be made according to actual quantities expended at the time of invoicing (i.e. not based upon an estimated completion percentage).
- f. Each contractual item price shall be inclusive of all administration, correspondence, preparatory actions, equipment, labor, fuel, permitting, licensing, bonding, insurance, taxes, fees, postage, and any other material or service expenditures necessary to complete the work associated with that item.
- g. With each invoice, the Representative shall submit material receipts, time sheets, dump tickets, dimensioned sketches, photographs, or other documentation to verify the actual amount of labor, materials, and other resources expended. All such documentation shall become the sole property of the County.
- h. The Contractor shall only charge the County for mobilization once, regardless of how many trips are necessary to complete the project.

## SPECIAL TERMS AND CONDITIONS FOR STORMWATER SERVICE CONTRACTS

- i. The Contractor shall only charge the County for traffic control once, regardless of whether additional traffic control measures become necessary, and regardless of whether such measures are employed at multiple locations.
- j. The project's scope of work shall include not only the work that is specifically outlined in the plans and specifications, but also anything that is considered incidental to that work.
- k. The Representative shall notify the Project Manager as soon as possible if any quantities are expected to exceed the estimated amounts, or if additional services are needed outside of the scope of work. No such changes will be made without prior written authorization from the Project Manager. Changes made without the Project Manager's authorization will not be reimbursable, and may be reversed or removed at the Project Manager's discretion and at the Contractor's cost.

### **6. Protection of Public, Property, Infrastructure, and Environment:**

- a. The Contractor shall perform its work in such a manner as to cause the least amount of interference and inconvenience to the public as possible. Unnecessary noise, construction debris, utility outages, restricted ingress/egress, traffic delays, property damage, and safety hazards will not be tolerated.
- b. The Contractor shall not perform work outside of the project's designated easements, staging areas, and limits of disturbance, unless authorized by the Project Manager. The Contractor shall be responsible for all damage caused by its unauthorized access to adjacent areas.
- c. The Contractor shall protect its work throughout the project, to prevent damage from weather, flooding, erosion, sedimentation, sloughing, subsidence, contamination, tampering, etc. The Contractor shall repair and replace its damaged work at its own cost, and to the Project Manager's satisfaction.
- d. The Contractor shall repair all rutting and pavement damage it causes within the project area, to the Project Manager's satisfaction.
- e. The Contractor shall provide traffic control measures (e.g. signage, barriers, road plates, flagmen) as necessary to protect the public and the Contractor's personnel for the duration of the project.
- f. All traffic control measures and practices shall satisfy USDOT and GDOT requirements and specifications (e.g. Manual on Uniform Traffic Control Devices).
- g. The Contractor shall abide by all regulations concerning occupational safety (e.g. OSHA regulations).
- h. The Contractor shall be responsible for coordinating utility location activities prior to beginning construction. Work shall not begin until all underground utilities are properly located and marked.
- i. The Contractor shall be responsible for coordination, permitting, and construction associated with any necessary protection, removal, or relocation of existing utilities. All plans, schedules, and agreements with utility owners shall be provided to the Project Manager as soon as possible. All work must comply with the utility owners' requirements and specifications.
- j. The Representative shall contact the Project Manager immediately, by e-mail and by telephone, if the Contractor causes any unauthorized damage or pollution. The Contractor shall bear all costs of any necessary replacement, repair, cleaning, containment, mitigation, or other action necessary to correct such problems. All such remedial work shall be done to the Project Manager's satisfaction.
- k. The Contractor shall ensure that at least one "certified person" is onsite during all land disturbing activities; that is, the Contractor shall have at least one person onsite who possesses a valid Level 1A "blue card", Level 1B "red card", or Level II "tan/gray card" issued by the GSWCC.
- l. Whenever possible, the Contractor shall avoid working within streams, surface water, wetlands, or saturated soils. If such work is necessary, the Contractor shall provide adequate temporary stream diversions, pump-arounds, cofferdams, dewatering, stream crossings, wooden mats, etc. All such measures shall be provided at the Contractor's expense and in accordance to the project's plans, specifications, and regulations. If not shown in the project's plans and specifications, all proposed measures must be authorized by the Project Manager.
- m. The contractor shall keep the project site clean, and shall not allow debris or waste to accumulate.
- n. All sediment, debris, unsuitable fill, and other waste materials removed from the project site shall be properly disposed by the Contractor. The Contractor shall comply with all applicable Federal, State, and local regulations related to the hauling, handling, and disposal of such waste materials.
- o. The Representative shall demonstrate that all waste materials have been properly disposed (e.g. by providing dump tickets from a legal landfill or invoices from an appropriate disposal service).

**SPECIAL TERMS AND CONDITIONS  
FOR STORMWATER SERVICE CONTRACTS**

**7. Water Usage:**

- a. Water used for construction and maintenance activities shall be provided at the Contractor's expense, and may be obtained by any of the following sources:
  - 1. Natural groundwater or surface water from within the County's right-of-way, provided that: withdrawals do not cause damage to property or the environment; withdrawals do not exceed Georgia EPD's limitations; and such water is not transported outside of the County's boundary, unless authorized in writing beforehand by the Project Manager.
  - 2. Hydrants belonging to Rockdale Water Resources (RWR), provided that: the Contractor has written authorization from RWR to purchase such water; the Contractor is not delinquent in its RWR utility fees; and the Contractor follows all RWR regulations.
  - 3. Any other legal source of water, whether located inside or outside of the County's boundary, provided that such source is authorized in writing beforehand by the Project Manager.
- b. The Contractor may dispose unused, clean water within the following locations:
  - 1. County right-of-way and County-owned property, provided that: the discharged water does not cause erosion, flooding, or other damage to property or the environment; discharged water is not released onto any road surface, driveway entrance, or parking lot drive aisle; and the discharging activities do not disrupt traffic or other public activities.
  - 2. Sanitary sewer systems owned by RWR, provided that the Contractor has written authorization from RWR.

**8. Liability:**

- a. The Contractor and its subcontractors shall be solely responsible for obtaining and maintaining all necessary licenses, permits, approvals, insurance, and bonds, and shall pay all associated costs, taxes, and fees.
- b. The Contractor and its subcontractors shall be solely responsible for the health and safety of their employees.
- c. The Contractor and its subcontractors shall be solely responsible for the protection, cleaning, maintenance, repair, recovery, or replacement of their equipment and materials.
- d. The Contractor and its subcontractors shall be solely responsible for paying any damages, lost wages, attorney fees, court costs, settlements, judgments, penalties, fines, interest payments, or other expenses associated with its failure to meet its professional, contractual, or regulatory obligations.

# BID FORM – ITB # 19-15

Instructions: Complete all THREE parts of this bid form.

## PART I: Bid Summary

Complete the Bid Item Table included in this ITB and print the Total Bid Amount below.

Total Bid Amount = \$ \_\_\_\_\_

## PART II: Addenda Acknowledgements (if applicable)

Each bidder is responsible for determining that all addenda issued by the Rockdale County Finance Department have been received before submitting a bid.

Addenda	Date Bidder Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

## PART III: Bidder Information:

Current Georgia General Contractor or Utility Contractor License Number: \_\_\_\_\_

Current GDOT Pre-Qualification Number: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Representative's Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

## BID ITEM TABLE – ITB # 19-15

**Instructions:** Type or clearly print all prices.

Any modifications to items, quantities, or units will result in rejection of the bid.

Item #	Item Description	Approx. Quantity	Unit	Unit Price	Projected Price
1	Mobilization	1	LS	NEGOTIABLE PER PROJECT	NEGOTIABLE PER PROJECT
2	Temporary Traffic Control, Driveways, Road Plates, etc.	1	LS	NEGOTIABLE PER PROJECT	NEGOTIABLE PER PROJECT
3	Erosion, Sedimentation, and Pollution Control Measures	1	LS	NEGOTIABLE PER PROJECT	NEGOTIABLE PER PROJECT
4	Clearing, Grubbing, Utility Coordination, Demolition, and Disposal – Complete	1	LS	NEGOTIABLE PER PROJECT	NEGOTIABLE PER PROJECT
5	Grading / Earthwork – Complete	1	LS	NEGOTIABLE PER PROJECT	NEGOTIABLE PER PROJECT
6	Stone Dumped Rip Rap, Type 1, 24" Thick, Incl Filter Fabric / Stone	1000	SY		
7	Stone Dumped Rip Rap, Type 3, 18" Thick, Incl Filter Fabric / Stone	4000	SY		
8	Storm Drain Pipe, 18" Class III RCP, H 1 - 10	480	LF		
9	Storm Drain Pipe, 24" Class III RCP, H 1 - 10	480	LF		
10	Storm Drain Pipe, 30" Class III RCP, H 1 - 10	480	LF		
11	Storm Drain Pipe, 36" Class III RCP, H 1 - 10	120	LF		
12	Storm Drain Pipe, 42" Class III RCP, H 1 - 10	120	LF		
13	Storm Drain Pipe, 48" Class III RCP, H 1 - 10	120	LF		
14	Storm Drain Pipe, 54" Class III RCP, H 1 - 10	120	LF		
15	Storm Drain Pipe, 60" Class III RCP, H 1 - 10	120	LF		
16	Storm Drain Pipe, 72" Class III RCP, H 1 - 10	120	LF		
17	Precast Concrete Headwall, 18" Pipe	10	EA		
18	Precast Concrete Headwall, 24" Pipe	10	EA		
19	Precast Concrete Headwall, 30" Pipe	10	EA		
20	Precast Concrete Headwall, 36" Pipe	2	EA		
21	Precast Concrete Headwall, 42" Pipe	2	EA		
22	Precast Concrete Headwall, 48" Pipe	2	EA		
23	Precast Concrete Headwall, 54" Pipe	2	EA		
24	Precast Concrete Headwall, 60" Pipe	2	EA		
25	Precast Concrete Headwall, 72" Pipe	2	EA		

**BID ITEM TABLE CONTINUED ON NEXT PAGE**

## BID ITEM TABLE – ITB # 19-15 (CONT'D...)

**Instructions:** Type or clearly print all prices.

Any modifications to items, quantities, or units will result in rejection of the bid.

Item #	Item Description	Approx. Quantity	Unit	Unit Price	Projected Price
26	Catch Basin, Group 1	2	EA		
27	Catch Basin, Group 1, Additional Depth	2	LF		
28	Catch Basin, Group 2	2	EA		
29	Catch Basin, Group 2, Additional Depth	2	LF		
30	Drop Inlet, Group 1	2	EA		
31	Drop Inlet, Group 1, Additional Depth	2	LF		
32	Drop Inlet, Group 2	2	EA		
33	Drop Inlet, Group 2, Additional Depth	2	LF		
34	Concrete Form Work, Installed	40	SY		
35	Concrete Reinforcement, Installed	1	TN		
36	Poured Concrete, Installed	20	CY		
37	Asphaltic Concrete, 9.5 MM Superpave	350	TN		
38	Asphaltic Concrete, 19 MM Superpave	250	TN		
39	Asphaltic Concrete, Leveling	400	TN		
40	Bituminous Tack Coat	350	GAL		
41	Graded Aggregate Base	1500	TN		
42	Concrete Curb & Gutter, 6" x 24", Type 2	2000	LF		
43	Concrete Valley Gutter, 6" Tall	200	SY		
44	Concrete Driveway, 6" Thick	1000	SY		
<b>Total Bid Amount</b>					

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

## Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the 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. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor 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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the 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. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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 Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

## Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the 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. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors 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 Sub-Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I \_\_\_\_\_ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

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 Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Applicant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\* \_\_\_\_\_  
Alien Registration number for non-citizens

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 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.

\_\_\_\_\_

**Attachment 1**  
**SAMPLE CONTRACT**  
**(PAGE 1 OF 3)**

**AGREEMENT FOR THE**  
**[SERVICE TYPE, NAME]**

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the “County”) and [CONTRACTOR’S NAME], a [DESCRIPTION OF CONTRACTOR’S BUSINESS TYPE], whose address is [CONTRACTOR’S ADDRESS] (hereinafter referred to as “Contractor”).

WHEREAS, the County desires to engage the services of Contractor for [SERVICE TYPE, NAME]; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the [SERVICE TYPE, NAME] as described in the County’s Invitation to Bid (ITB) [ITB#] incorporated herein by reference, (hereinafter called “Services”), and Contractor’s bid dated [DATE], attached hereto and made a part hereof (hereinafter called “Bid”). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide the Services. The Services shall be performed at the direction of the County’s Project Manager and consistent with all Federal, State and Local laws.
2. The Contract Documents, Bid Documents, and Attachments are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Services in an acceptable manner, ready for use, or operation by the County.
3. Contractor shall provide the Services to the County according to the unit prices detailed in Contractor’s Bid, for a total annual cost that shall not exceed [CONTRACT AMOUNT]. Said total annual cost and unit prices shall remain valid and effective throughout the life of the contract, unless amended through a Change Order.
4. This Agreement is effective on the date and year first written above and shall continue for one (1) year unless terminated as provided in Section 5 of this Agreement. This Agreement may be extended for two (2) additional 1-year terms when agreed upon in writing by both parties.
5. In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

**Attachment 1**  
**SAMPLE CONTRACT**  
**(PAGE 2 OF 3)**

6. Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia  
Stormwater Utility  
Attn: [PROJECT MANAGER]  
P.O. Box 1495  
Conyers, Georgia 30012

To the Contractor:

[COMPANY NAME]  
Attn: [REPRESENTATIVE]  
[ADDRESS 1]  
[ADDRESS 2]  
[CITY, STATE, ZIP CODE]

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

7. The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.
8. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.
9. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
10. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
11. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.
12. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.
13. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.



**Attachment 1  
SAMPLE CONTRACT  
(PAGE 3 OF 3)**

- 14. This Agreement shall be binding upon the Contractor and its successors and permitted assigns.
- 15. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.
- 16. This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

[CONTRACTOR'S NAME]

ROCKDALE COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

Witness:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Rutledge, County Clerk

Approved as to Form:

By: \_\_\_\_\_  
M. Qader A. Baig, County Attorney

**Attachment 2  
REFERENCES**

Instructions: Type or clearly print all information.

**Reference #1**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #2**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 2  
REFERENCES**

Instructions: Type or clearly print all information.

**Reference #3**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 3  
SUBCONTRACTORS**

Instructions: Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM
1.	
2.	
3.	
4.	
5.	
6.	

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Attachment 4 BIDDER'S CHECKLIST**

\_\_\_\_\_ **FIVE HARDCOPIES (one original, four photocopies) and ONE COMPACT DISC or FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents; all documents shall be fully completed, signed, and dated:**

- \_\_\_\_\_ **Bid Form (See Page 14)**
- \_\_\_\_\_ **Bid Item Table (See Page 15-16)**
- \_\_\_\_\_ **Attachment # 2 – References (See Pages 26-27)**
- \_\_\_\_\_ **Attachment # 3 – Subcontractors (See Page 28)**
- \_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- \_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 17-22)**
- \_\_\_\_\_ **Proof of Business License**
- \_\_\_\_\_ **Proof of Georgia General Contractor or Utility Contractor License**
- \_\_\_\_\_ **Proof of GDOT Prequalification**

**The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist.**