



Oconee County Board of Commissioners

Invitation to Bid No. 20-10-007

Construction of Roundabout

Malcom Bridge Road and MBES Staff Entrance

Issue Date: Friday, November 1, 2019

ACCEPTANCE DATE: Tuesday, December 3, 2019 at 2:00 PM EST

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Division of Procurement
23 N. Main Street, Suite 203
Watkinsville, Georgia 30677

MANDATORY PRE-BID MEETING will be Tuesday, November 19, 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, November 26, 2019 at 5:00 PM EST.

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

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

Wes Geddings
Finance Director
T: (706) 769-2944
F: (706) 310-3574
ocbids@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. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance
Issue Date: November 1, 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 Tuesday, December 3, 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 on Malcom Bridge Road associated with a new roundabout. For a more specific description of work, please refer to the Roundabout 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 Roundabout on Malcom Bridge 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 two (2) weeks of notice to proceed and be completed within two hundred ten (210) days.

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 conference is scheduled for Tuesday, November 19, 2019 at 2:00 PM EST. The deadline for questions regarding this bid is scheduled for Tuesday, November 26, 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 ten percent (110%) 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. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance

Table of Contents

Invitation to Bid

Advertisement

Section I – General Instructions4-12

Section II – General Terms & Conditions.....13-26

Section III – Technical Specifications & Bid Schedule27-30

Exhibits

- A. Oconee County Insurance Requirements**
- B. Roundabout Plans for Oconee County Government**

Attachments

- A. Mandatory Forms**
- B. Oconee County Documents**

Section I

General Instructions

**Invitation to Bid No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance**

Invitation to Bid No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance

A. GENERAL INFORMATION

Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from qualified contractors to provide all materials, labor, tools, equipment and appurtenances necessary for construction of roundabouts on Malcom Bridge Road. Specifications are detailed under Section III and the attached architect's plans.

A mandatory pre-bid meeting will be held at **2:00 PM EST on Tuesday, November 19, 2019** 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.

B. 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.

C. BID REQUIREMENTS

1. Bidder Qualifications

- a. The bid shall include a complete Statement of Qualifications. Information should include: references (3); previous work experience; photocopies of licenses and/or certifications; project schedule; company information and primary contact; list of subcontractors, if applicable; the safety and health plan.
- 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 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.

D. CONTACT PERSON

Bidders are encouraged to contact **Wes Geddings, Finance Director by email at ocbids@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.

E. 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.

F. TIMETABLE

The anticipated schedule is as follows:

ITB Issued:	November 5, 2019
Pre-Bid Meeting:	November 19, 2019 at 2:00 PM EST
Deadline for Project Questions:	November 26, 2019 at 5:00 PM EST
Deadline for Addenda:	November 28, 2019 at 5:00 PM EST
Bid Submittal Deadline:	December 3, 2019 at 2:00 PM EST
Tentative Award Date:	December 10, 2019
Notice to Proceed Issued:	December 17, 2019
Estimated Completion Date:	July 31, 2020

G. 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 **December 3, 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 Roundabout on Malcom Bridge Road," 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 **Tuesday, December 3, 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.

Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

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 A 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 and submit a successful bid.

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

- a. Addenda Acknowledgement Form
- b. Vendor's Information Sheet
- c. Local Business Initiative Affidavit
- d. Execution of Bid
- e. Bidder's Certification and Non-Collusion Affidavit
- f. Drug-Free Workplace Certificate
- g. S.A.V.E. Affidavit
- h. Georgia Security and Immigration Compliance Act, including: Contractor Affidavit; Subcontractor(s) Affidavit; and Sub-subcontractor(s) Affidavit
- i. References Form
- j. W-9
- k. Certificate of Insurance
- l. Bid Performance and Payment Bonds

Each 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.

H. 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 A of this ITB. **Bid bond and payment and performance bonds are required for this project.**

I. 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.

J. 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.

K. 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.

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

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

L. REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License: Applicant shall provide evidence of a valid Oconee County occupational tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
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.

M. CONTRACT TIME

The work shall be completed within two hundred ten (210) calendar days, unless otherwise noted. See Section III, Item 5 “Traffic Control” for more information regarding scheduling.

N. SIGNATURE REQUIRED

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

O. 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.

P. 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.

Q. 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.

R. 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).

S. 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 No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance**

Invitation to Bid No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance

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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Count. 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.

I. 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.

J. 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.

K. 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.

L. OPEN RECORDS

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror 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 offeror 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 offeror *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.

M. 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

N. 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 finance director and the contractor.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. PAYMENT PROCEDURES

The contractor shall submit application for payment as provided in Attachment B of the bid document package.

1. Progress Payments: Contractor shall furnish to owner on forms furnished by owner 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 substantial completion, progress payments will be made in an amount equal to ninety percent (90%) of the work completed and one hundred percent (100%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
3. No amount shall be retained on progress payment requests submitted after fifty percent (50%) of the work has been completed if in the opinion of the owner or their authorized representative, such work is satisfactory and has been completed on schedule. This will not affect the retained amounts on the first fifty percent (50%) of the work, which may continue to be held to ensure satisfactory completion of the project. If, after discontinuing the retention, the owner determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. (Reference O.C.G.A., Article 2, Section 13-10-02 or Section 13-10-20)
4. 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.

W. 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.

X. ASSIGNMENT OF CONTRACT

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

Y. 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.

Z. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the contractor and the owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the notice to proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same,

taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$200.00 for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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>).

JJ. 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 included in the bid document package for your convenience.

KK. 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.

LL. 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 No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance**

Invitation to Bid No. 20-10-007
Construction of Roundabout
Malcom Bridge Road and MBES Staff Entrance

A. TECHNICAL SPECIFICATIONS

Contractor is responsible for construction the improvements on Malcom Bridge Road at the specified roundabout location. 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 Roundabout Plans for Oconee County Government, 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 a roundabout on Malcom Bridge Road 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.

3. Schedule: This project is estimated to begin within two (2) weeks of NTP and be completed within two hundred ten (210) calendar days. See Item 5 "Traffic Control" for more information regarding scheduling.
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 to the contractor for meeting such requirements.

Road closures will only be allowed when Oconee County schools are not in session; e.g. November 25-29, 2019; December 23, 2019 - January 3, 2020; February 14-17, 2020; April 6-10, 2020; May 25 - July 31, 2020.

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

Mark Campbell, P.E.
Carter Engineering Consultants, Inc.
mark@carterengineering.net
(770) 725-1200

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 will be issued with Addendum 1.