



## Oconee County Board of Commissioners

### **Invitation to Bid No. 1904-16 Construction of Roundabouts Malcom Bridge Road and Mars Hill Road Malcom Bridge Road and MBES Staff Entrance Issue Date: Wednesday, April 30, 2019**

ACCEPTANCE DATE: Wednesday, May 15, 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 Monday, May 6, 2019 at 10:00 AM EST in the Commission Chambers, Room 205 at the above referenced address.

QUESTIONS regarding this Invitation to Bid shall be received no later than Friday, May 10, 2019 at 10:00 AM 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:

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

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

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

**Invitation to Bid No. 1904-16  
Construction of Roundabouts  
Malcom Bridge Road and Mars Hill Road  
Malcom Bridge Road and MBES Staff Entrance  
Issue Date: Tuesday, April 30, 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 May 15, 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 new roundabouts. 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 Roundabouts 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 roads construction project is estimated to begin within one (1) week of notice to proceed and be completed within seventy (70) 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 meeting is scheduled for Monday, May 6, 2019 at 10:00 AM EST. The deadline for questions regarding this bid is scheduled for Friday, May 10, 2019 at 10:00 AM 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.

By the Oconee County Board of Commissioners

**Oconee County Board of Commissioners**  
**Invitation to Bid No. 1904-16**  
**Construction of Roundabouts**  
**Malcom Bridge Road and Mars Hill Road**  
**Malcom Bridge Road and MBES Staff Entrance**

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# **Section I**

## **General Instructions**

**Invitation to Bid Number 1904-16  
Construction of Roundabouts  
Malcom Bridge Road and Mars Hill Road  
Malcom Bridge Road and MBES Staff Entrance**

**Invitation to Bid Number 1904-16**  
**Construction of Roundabouts**  
**Malcom Bridge Road and Mars Hill Road**  
**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 **Monday, May 6, 2019 at 10:00 AM EST** at the Oconee County Board of Commissioners, 23 N. Main Street, Suite 205, Watkinsville, Georgia 30677. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to qualify as a bidder.

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](http://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. Please see Section III for more detail on Bidder Qualifications.
- b. Oconee County may make any investigations deemed necessary to determine bidder's ability to perform the work, and bidder shall furnish all information and data requested by the county. The county reserves the right to reject any

bid from any bidder that the county considers not properly qualified to carry out agreement obligations or able to satisfactorily complete the work on schedule.

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

## 2. Examination of Bid Documents and Site

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

## 3. Copies of Bid Documents

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

## D. CONTACT PERSON

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

Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except 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:	April 30, 2019
Pre-Bid Meeting:	May 6, 2019 at 10:00 AM EST
Deadline for Project Questions:	May 10, 2019 at 10:00 AM EST
Deadline for Addenda:	May 13, 2019 at 2:00 PM EST
Bid Submittal Deadline:	May 15, 2019 at 2:00 PM EST
Tentative Award Date:	May 20, 2019
Notice to Proceed Issued:	May 21, 2019
Estimated Completion Date:	August 1, 2019

## 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 **MAY 15, 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 Roundabouts 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 **Wednesday, May 15, 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](http://www.oconeecounty.com). A bid tabulation will be posted on the county’s website within 48 hours of the opening.

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

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. 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.

#### I. 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.

#### J. 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.

#### K. REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License: Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
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. Contractor Affidavit and Oath by Successful Bidder: (form provided) A successful bidder, before commencing work, shall execute a written oath, as required by subsection (e) of Code Section 26-91-21, stating that he or she has not violated such code, which makes it unlawful to restrict competitive bidding.
4. Performance and Payment Bonds: (form provided) the successful bidder will be required to furnish the owner with a Certificate of Insurance, including Workman's Compensation insurance. The consent of surety shall state that upon award of the agreement, a performance bond for one hundred percent (100%) and payment bond for one hundred 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.

5. Contract Document: A contract/agreement document will be issued with Addendum 1.
6. Subcontractor GA Security & Immigration Compliance Affidavits are required by within five (5) days of Contractor hire date.

#### L. PROJECT COMPLETION TIME

Contract shall be completed within seventy (70) days.

#### M. 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.

N. 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.

O. 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.

P. 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).

Q. INVOICING

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

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

# **Section II**

## **General Terms and Conditions**

**Invitation to Bid Number 1904-16  
Construction of Roundabouts  
Malcom Bridge Road and Mars Hill Road  
Malcom Bridge Road and MBES Staff Entrance**

**Invitation to Bid Number 1904-16**  
**Construction of Roundabouts**  
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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.

The Contractor shall be capable of providing the proper asphalt paving and compaction equipment necessary for the Work.

#### 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 County. Further, the county may make inspections of the work performed under the agreement. Any inspection by the county does not relieve the contractor of any



responsibility in meeting the agreement requirements. The decision of the project manager, upon any question connected with the execution of the work under this contract, and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

I. GEORGIA LAW AND REGULATIONS

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

J. WARRANTY

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

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

K. SEVERABILITY

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

L. APPLICABLE LAWS AND FORUM

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

M. OPEN RECORDS

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

N. NOTICES

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

TO COUNTY:

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

O. PROCEDURES

The extent and character of the services to be performed by the contractor shall be subject to the general control and approval of the department director or his or her authorized representative(s). The contractor shall not comply with requests and/or orders issued by anyone other than department director or his or her authorized representative(s) acting within their authority for the county. Any change to the agreement must be approved in writing by the finance director and the contractor.

P. DELAYS

If delay is foreseen, the contractor shall give immediate written notice to the department director. The contractor must keep the county advised at all times of the status of the project. Default in promised delivery, without accepted reasons, or failure to meet specifications authorizes procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting contractor.

Q. WORKMANSHIP

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

R. QUALITY

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

S. DELIVERY

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

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

T. CLEANING UP

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

U. SUBCONTRACTORS

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

V. EXEMPTION FROM TAXES

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

#### W. PAYMENT PROCEDURES

The contractor shall submit application for payment as 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 (25<sup>th</sup>) 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.

#### X. AGREEMENT DISPUTES

The contractor shall give written notice to the finance director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence, giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The claim, with supporting documentation, shall be submitted to the finance director by U.S. mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the finance director shall reduce his or her decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days of the county's receipt of the claim. The finance director's decision shall be final unless the contractor appeals within thirty (30) days by submitting a written letter of appeal to the finance director or his or her designee. The finance director shall render a decision within sixty (60) days of receipt of the appeal.

#### Y. ASSIGNMENT OF CONTRACT

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

#### Z. CHANGE ORDERS OR AGREEMENT MODIFICATIONS

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

#### AA. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay the County liquidated damages in accordance with Georgia Department of Transportation Standard Specifications, Section 108 for each calendar day in excess of the Contract Time unless an extension of the Contract Time has been

obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

BB. CORRECTION OF WORK

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

CC. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

DD. TERMINATION

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

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

EE. BID, PERFORMANCE, AND PAYMENT BONDS

Each bidder must deposit with his bid a bid bond or certified check for five percent (5%) of the total bid amount, and a consent of surety form from a surety company licensed to

do business in the State of Georgia. The consent of surety shall state that upon award of the agreement, a performance bond for one hundred percent (100%) and payment bond for one hundred ten percent (110%) of the total agreement amount can be furnished. The payment and performance bonds are required before the notice to proceed can be issued. Bonds shall be increased as the contract amount is increased.

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

FF. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor.

The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee. Such insurance shall be placed with admitted insurers that maintain a Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer’s liability insurance by accident, each accident \$1,000,000  
Employer’s liability insurance by disease, policy limit \$1,000,000  
Employer’s liability insurance by disease, each employee \$1,000,000

2. *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability  
\$1,000,000 personal and advertising injury liability  
\$2,000,000 general aggregate  
\$2,000,000 products-completed operations aggregate

\$ 100,000 damage to rented premises (each occurrence)  
\$ 5,000 medical expense (any one person)

3. *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence  
\$5,000,000 aggregate

4. *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

5. *Builder's Risk Insurance Coverage (If Applicable).* Oconee County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Flood and Earthquake	\$1,000,000
Deductibles:	
Flood and Earthquake	\$25,000



Water Damage other than Flood	\$100,000
All other Perils	\$10,000

The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.

Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage.

Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

### **CERTIFICATES OF INSURANCE**

1. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to

the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

2. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
3. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
4. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
6. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
7. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
8. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

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

9. Copies of Required Insurance policies with Declarations Page(s) shall be

requested with the notice of award letter.

GG. PATENT INDEMNITY:

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

HH. GENERAL INDEMNIFICATION

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

II. AGREEMENT

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

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

JJ. COMPLIANCE WITH LAWS AND ELIGIBILITY

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance, and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the county. Any such requirement specifically set forth in any contract document between the bidder and the county shall be supplementary to this section and not in substitution thereof. The county may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the county. Failure to respond to three (3) consecutive

times for any given commodity or service may result in removal from the supplier list under that commodity or service.

**KK. GENERAL CONTRACTOR LICENSE NUMBER**

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.

**LL. UTILITY SYSTEMS CONTRACTOR'S LICENSE**

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate with its Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Lump Sum Price Form Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format will result in the proposed Bid being deemed non-responsive.

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

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

Those authorized to sign are as follows:

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

**NN. 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.

OO. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

All work on construction projects (road construction and public works) must be performed by those legally able to work in this country. Local governments have an obligation to ensure that their contractors (and the subcontractors) are registered for and participating in a program that checks the immigration status of employees (i.e., E-Verify).

**Affidavit of Contractor Must Accompany Bid**

Any contractor bidding on a local government project is required to participate in the federal work authorization program to verify information of all newly hired employees or subcontractors. A local government may not even consider a bid or proposal from a contractor unless it includes a signed, notarized affidavit from the contractor attesting to the following:

- The contractor has registered with and is authorized to use the federal work authorization program;
- The user identification number and date of authorization for the affiant; and
- The contractor is using and will continue to use the federal work authorization program throughout the contract period.

**Affidavit Requirement Must be Included in the Agreement**

The agreement with the contractor must contain a term that requires the contractor to only hire subcontractors who are registered for and participate in E-Verify. The agreement must also provide that the contractor will give the local government notice of the identify of all subcontractors hired by the contractor (or subcontractor, if sub-subcontractors are used) **within five days of hiring the subcontractor (or sub subcontractor).**

**Subcontractor Affidavits**

The contractor must obtain affidavits from their subcontractors swearing that the subcontractor is registered for and participates in the E-Verify program. The affidavits must be provided to the local government within **five business days of the subcontractor being hired to work on a local government project.**

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to this chapter, provide a public employer with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor. Such notice shall be provided within five business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

# **Section III**

## **Work Scope**

**Invitation to Bid Number 1904-16  
Construction of Roundabouts  
Malcom Bridge Road and Mars Hill Road  
Malcom Bridge Road and MBES Staff Entrance**

**Invitation to Bid Number 1904-16**  
**Construction of Roundabouts**  
**Malcom Bridge Road and Mars Hill Road**  
**Malcom Bridge Road and MBES Staff Entrance**

A. TECHNICAL SPECIFICATIONS

Contractor is responsible for construction improvements on Malcom Bridge Road at the specified roundabout locations. 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 roundabouts 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 one (1) week of NTP and be completed within seventy (70) days.
4. Execution: During the execution of this project, the contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County. The contractor shall provide all necessary signage and traffic control devices.



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

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

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

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

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

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

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

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

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

Payment requisitions must be sent to:

Jody Woodall, Public Works Director  
Oconee County Government  
[jwoodall@oconee.ga.us](mailto:jwoodall@oconee.ga.us)

and

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

Notices must be sent to:

Oconee County Finance Department  
[financedept@oconee.ga.us](mailto: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. BIDDER QUALIFICATIONS

1. References: Please provide at least two major subcontractors as references, two major suppliers as references, and at least four owners as reference. Include at least two governmental owners.
2. Similar Project Experience: Please list at least four (4) projects of reasonably similar nature, scope and duration performed by contractor in the past three years, specifying, where possible, the name and last known address of each owner of those projects. Identify any projects performed in Georgia, as well as any public works projects.

**3. General Background:**

- a. Current name and address of contractor.
- b. Name, email, & telephone of prime contact during bidding process.
- c. If a joint venture, list all of the participants.
- d. Previous name or address of contractor, in any.
  - 1) Current president or chief executive officer.
  - 2) Years in that position.
- e. Number of permanent employees.
- f. Name and addresses of current affiliated companies (parent, subsidiary, divisions).
- g. List all state licenses and certificates held by contractor.
- h. List the distance in miles from contractor place of business to proposed construction site.
- i. Provide a project schedule.

**4. Proposed Project Personnel:**

- a. Please list the name, qualifications and background of the contractor's proposed project manager for this project. Include the names and addresses of companies with which he or she has been affiliated in the past three years. Indicate whether the contractor commits to making the proposed project manager available for the duration of the project.

Please list at least three projects, by size, type and duration that the proposed project manager has managed in the past three years for the contractor or for any other company.

- b. Please list the qualifications and background of contractor's proposed job superintendent (if different from the project manager). Include the names and addresses of any companies with which he or she has been affiliated in the past three years. Indicate whether the proposed job superintended will be made available for the duration of the project.

Please list at least three projects, by size, type and duration that the proposed job superintendent has supervised in the past three years, for the contractor or for any other company.

**5. Management Practices:**

- a. Does contractor have a written health and safety program? If so, attach outline of program. Does the plan require health and safety training of subcontractors? Is documentation of health and safety training required? Does contractor have an equipment maintenance program? If so, for which type of equipment? Have

any criminal proceedings or investigations been brought against the contractor in the past three years?

C. ROUNDAABOUT PLANS FOR OCONEE COUNTY GOVERNMENT

Please access this [LINK](#) to view plans for this project.

D. SCHEDULE OF VALUES

See Exhibits A1 and A2 as separate attachments

**END OF TECHNICAL SPECIFICATIONS**



**Invitation to Bid#1903-16**  
**Construction of Roundabouts for Malcom Bridge Road**  
**CHECKLIST**

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

---

**ITEM DESCRIPTION**

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**Bidder's Checklist**

**1. Mandatory Forms (include with Technical proposal):**

- Bid Bond\*
- Addenda Acknowledgement Form
- General Information (See Bidder Requirements-no forms provided)
  - 1. Prime Contractor
  - 2. Subcontractor
- Respondent's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Certificate of Corporate Bidder
- Certificate of Authority – Joint Venture
- S.A.V.E. Affidavit & Secure & Verifiable Document (i.e.: Photocopy of GA driver's license)
- Georgia's Security and Immigration Compliance Affidavit (E-Verify No.)
  - 1. Prime Contractor\*
  - 2. Subcontractor
- References
  - 1. Prime Contractor
  - 2. Subcontractor
- Sub-Contractor's Information Form
- W-9
- Photocopy of Current Certificate of Insurance (Insurance Company provides)

**2. Other Bidder Requirements:**

- a) Statement of Qualifications: Contractor must provide a statement of qualifications following the guidelines of the bidder's requirements referenced in the Technical Specifications.

**3. Schedule of Values (sealed in separate envelope-forms provided)**

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

**Oconee County Board of Commissioners**  
**Department of Public Works – Roads Division**  
**Roads Construction Bond**  
Surety Bond# \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (contractor's name, address & phone number) \_\_\_\_\_ as Principal, and (surety's name, address & phone number) \_\_\_\_\_ as Surety, held and firmly bound unto the Oconee County Board of Commissioners, Oconee County, Georgia, as OWNER in the penal sum of five (5%) percent of the total bid which equals \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the **Construction of Roundabouts** for the Oconee County Board of Commissioners, with the work described as follows:

PROJECT DESCRIPTION:

**THE Contractor is responsible for constructing the improvements on Malcom Bridge Road and Mars Hill Road Malcom Bridge Road and MBES Staff Entrance associated with new roundabouts in Oconee County, GA.**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Oconee County Board of Commissioners**  
**Department of Public Works – Roads Division**  
**Roads Construction Bond**  
Surety Bond# \_\_\_\_\_

CONTRACTOR – PRINCIPAL:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

ATTEST:

Name \_\_\_\_\_  
(Please Type)

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

Note: Attest for a Corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

ATTEST:

Name \_\_\_\_\_  
(Please Type)

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

*Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.*



**Invitation to Bid#1903-16  
Construction of Roundabouts for Malcom Bridge Road**

**Addenda Acknowledgement**

The Bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

Addendum No./Date\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

***Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***

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





**Invitation to Bid#1903-16**  
**Construction of Roundabouts for Malcom Bridge Road**

**Bidder's Certificate and Statement of Non-Collusion**

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

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

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this ITB #1903-16 for Construction of Roundabouts for Malcom Bridge Road was issued except: 1) through the Purchasing Office 2) at the Pre-Submittal Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

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

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

\_\_\_\_\_  
Date

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

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



**Invitation to Bid#1903-16**  
**Construction of Roundabouts for Malcom Bridge Road**  
**Drug-Free Workplace**

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

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Workplace address:

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And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with

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certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

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

---

Date

---

Signature

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

**CERTIFICATE OF CORPORATE BIDDER**

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

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

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Corporate Seal)  
Secretary

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

I, \_\_\_\_\_, <sup>(1)</sup> certify that:

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid No. 1904-16 for Construction of Roundabouts Malcom Bridge Road and Mars Hill Road Malcom Bridge Road and MBES Staff Entrance
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_; and
4. Said Invitation to Bid or Request for Proposal No. 1904-16 was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Signature of Person Executing Certification

**INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:**

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

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

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

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

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

As \_\_\_\_\_ a \_\_\_\_\_ representative \_\_\_\_\_ of:

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

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

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

This day of \_\_\_\_\_, 20 \_\_\_\_\_ .

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Construction of Roundabouts Malcom Bridge Road and Mars Hill Road Malcom Bridge Road and MBES Staff Entrance

Name of Project

Oconee County, GA  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

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

**PRIME CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**Please make copies as needed.**

**SUB-CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Sub-contractor Only)

Company Name \_\_\_\_\_ Date \_\_\_\_\_





# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**Invitation to Bid#1903-16**  
**Construction of Roundabouts for Malcom Bridge Road**  
**POST AWARD CHECKLIST**

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

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**ITEM DESCRIPTION**

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**Awardee Checklist**

**1. Forms required before a contract/ purchase order can be issued:**

- Performance & Payment Bonds
- Georgia's Security and Immigration Compliance Affidavit (*E-Verify No.*)
  - 1. *Subcontractor*
  - 2. *Sub-subcontractor*
- Occupational Tax License
- Current Certificate of Insurance naming the Oconee County Board of Commissioners as additional certificate holder.
- Signed contract



# PAYMENT BOND

Bond No.: \_\_\_\_\_

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

**WHEREAS,** Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Construction of Roundabouts for Malcom Bridge Road** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

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

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

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

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

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

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

**PRINCIPAL**

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:  
  
\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:  
  
\_\_\_\_\_  
*[Attach Original Power of Attorney]*

# PERFORMANCE BOND

Bond No.: \_\_\_\_\_

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

**WHEREAS,** Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the **Construction of Roundabouts for Malcom Bridge Road** (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

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

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

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

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

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

**PRINCIPAL**

By: \_\_\_\_\_ (SEAL)  
Signature of  
Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:  
  
\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:  
  
\_\_\_\_\_  
*[Attach Original Power of Attorney]*





**Invitation to Bid#1903-16  
Construction of Roundabouts for Malcom Bridge Road**

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

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation Number:</b>	<b>ITB#1903-16</b>

**SUBCONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV / E-Verify <sup>TM</sup> Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

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