



Oconee County Board of Commissioners

Invitation to Bid

Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

ACCEPTANCE DATE: Prior to 2:30 PM Thursday, May 11, 2017 “Local Time”

ITB NUMBER: FY1704-21

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

NO PRE-BID MEETING will be held for this solicitation.

QUESTIONS regarding this Invitation to Bid shall be received no later than 2:30 PM on Thursday, May 4, 2017.

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

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

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

This document can be downloaded from our web site: www.oconeecounty.com

Issue date: April 27, 2017

April 27, 2017
Oconee County Board of Commissioners
23 N Main Street
Watkinsville, GA 30677
Invitation to Bid (ITB) #FY1704-21

Demolition of Miscellaneous Structures
Mars Hill Road Widening Project (Phase 2)
GDOT PI 0009011

Sealed bids from GDOT pre-qualified contractors will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 203, 23 N. Main Street, Watkinsville, GA. 30677, until **2:30 PM on Thursday, May 11, 2017** for the demolition and removal of miscellaneous structures along Mars Hill Road. This involves the demolition, removal and disposal of the structures in preparation of the SR 53-Mars Hill Road Widening, Phase II, GDOT PI 0009011. Please see the ITB documents for full specifications.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Specifications and bid forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at www.oconeecounty.com. There will be no pre-bid meeting. No bonds are required for this bid.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **2:30 PM on Thursday, May 4, 2017**.

The OCBOC reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. Bids are legal and binding upon the Bidder when submitted. It will also be the responsibility of each Bidder to obtain any addenda issued from the Purchasing Office. The written ITB documents supersede any verbal or written prior communications between the parties.

By Oconee County Board of Commissioners

The Honorable John Daniell, Chairman

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Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

Oconee County Board of Commissioners

Oconee County Public Works Department

Issue Date: Thursday, April 27, 2017

Questions Deadline: Thursday, May 4, 2017 at 2:30 PM

Bid Opening Date/Time: Thursday, May 11, 2017 at 2:30:00 PM

Bid Opening Location: Oconee County Board of Commissioners
Oconee County Courthouse
Commission Chambers - Suite 205
23 N. Main Street
Watkinsville, Georgia 30677

Instructions to Bidders

Bid Control Number FY1704-21



Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

Oconee County Board of Commissioners

Oconee County Public Works Department

Issue Date: Thursday, April 27, 2017

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Oconee County Courthouse
Commission Chambers - Suite 205
23 N. Main Street
Watkinsville, Georgia 30677**

**Oconee County Board of Commissioners
Invitation for Bid**

General Instructions for Bidders - Construction

1. DEFINITIONS:
 - a) Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
 - b) Bid Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid.
 - c) Contractor: The party in a contract responsible for performing the service defined in the contract.
 - d) Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
 - e) Responsive Bidder: A person who has submitted a bid that conforms to all material respects to the invitation for bids.
 - f) Responsible Bidder: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.
 - g) Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
2. SUBMISSION OF BIDS:
 - a) Bid shall be enclosed in a sealed envelope, addressed to the Oconee County Board of Commissioners - Purchasing Office, Suite 203, 23 N. Main Street, Watkinsville, GA 30677 with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Emailed/faxed bids will not be considered. Any addenda should be signed and enclosed in the sealed envelope.
 - b) OCBOC will be accepting one (1) unbound original, three (3) copies and one (1) electronic submittal of the complete signed bid. **Pursuant to Georgia law, no bids will be considered without an executed E-Verify affidavit.** Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit www.oconeecounty.com.
3. SIGNATURE REQUIRED:
 - a) 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.
4. OFFER DUE DATE, TIME, AND LOCATION:

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Thursday, May 11, 2017; 2:30 PM Local Time**, at which time they will be publicly opened and read aloud in the Commission Chambers of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. **A pre bid meeting will NOT be required.**

5. DRIVING DIRECTIONS:

Oconee County Courthouse from I-85: Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.
Address: 23 N. Main Street, Watkinsville, GA 30677.

6. LATE OFFERS:

Oconee County will not be responsible for late receipt of bids.

7. ADDENDA AND INTERPRETATIONS:

- a) 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.
- b) *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 substantively changes the Owner's requirements.*
- c) 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.
- d) Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

8. REJECTION OF BIDS/CANCELLATION:

Oconee County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Oconee County. Oconee County reserves the right to cancel this ITB at any time.

Oconee County has to right to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible, and

Oconee County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

9. MIMINUM ITB ACCEPTANCE PERIOD:

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

10. SOLICITATION CONTACT PERSON:

Procurement Procedure - Ms. Karen Barnett, Procurement Officer at (706) 769-2944
Direct all questions, in writing, to kbarnett@oconee.ga.us.

11. QUESTIONS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening, unless otherwise specified, in order for a reply to reach all bidders before the close of bid. Any information

given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. **Receipt of addendum should be acknowledged in the bid. Although the Purchasing Office will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the Procurement Officer prior to bid submittal or checking the county website at www.oconeecounty.com prior to bid submittal.

12. EVALUATION AND AWARD CRITERIA:

- a) 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.
- b) The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

13. 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.

14. 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/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity of any business organization for which such applicant is serving as a qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

15. 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.

16. DESCRIPTION OF MATERIALS:

Bids for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.

17. 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.

18. **GUARANTEE:**

Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

19. **LOCAL BUSINESS INITIATIVE AFFIDAVIT:**

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

20. **NOTICE TO PROCEED:**

The successful bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the Oconee County Board of Commissioners.

21. **MANDATORY FORMS**

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. **Each Bid Submittal shall contain the following documents in completed form (County forms must be used without substitution unless otherwise stated):**

Bidders Check List, to include:

- Addenda Acknowledgement Form, if Applicable
- Bidder's Local Business Initiative Affidavit
- Execution of Bid Submittal
- Non-Collusion Affidavit –By submitting a response to this Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the bidder has not directly or indirectly induced or solicited any other contractors to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a bid, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise there from.

- Drug-Free Workplace Affidavit
- **Georgia Security and Immigration Security Compliance Act Affidavit (sometimes called the Contractor or E-Verify Affidavit)**- All Bidders Shall Submit a Contractor/E-Verify Affidavit - Contractors doing business with the government shall provide a contractor affidavit with their bid or proposal or it shall be **deemed non-responsive**.
- Subcontractor List, if available
- Copy of Current Certificate of Insurance – Bidder must include a copy of their company’s current Certificate of Insurance that illustrates the level of coverage the Bidder carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.
- Copies of Any Licenses/Certifications Requested within ITB
- **Bid Bond/Consent of Surety, IF REQUIRED** - A bid bond or certified check in the amount of five percent (5%) of the total bid amount and consent of surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety form shall state that upon award of contract, a performance and payment bond each in the amount of one hundred percent (100%) of the total contract amount can be furnished.

SEE ATTACHMENT “A” FOR MANDATORY FORMS

22. REQUIRED DOCUMENTS AFTER AWARD

- **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.
- **Certificate of Insurance** - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level 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.

- **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 Oconee County within five business days of the subcontractor being hired to work on the Oconee County project.

23. Please send all invoices to:

THE OCONEE COUNTY BOARD OF COMMISSIONERS
FINANCE DEPARTMENT
P. O. BOX 1527
WATKINSVILLE, GA 30677

Proposals shall be mailed or delivered to:

THE OCONEE COUNTY BOARD OF COMMISSIONERS
PURCHASING DIVISION
23 N. MAIN STREET
P. O. BOX 1527
WATKINSVILLE, GA 30677

END OF INSTRUCTIONS TO BIDDERS

General Terms & Conditions

Bid Control Number FY1704-21



Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

Oconee County Board of Commissioners

Oconee County Public Works Department

Issue Date: Thursday, April 27, 2017

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Commission Chambers - Suite 205
23 N. Main Street
Watkinsville, Georgia 30677

**Oconee County Board of Commissioners
Invitation for Bid**

General Terms & Conditions for Bidders – Construction

1. CONTRACT AND CONTRACT DOCUMENTS

The Invitation for Bid and Bidder's response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

2. DEFINITIONS

- (a) "Owner": Oconee County Board of Commissioners.
- (b) "County": Oconee County, Ga.
- (c) "Contractor": The person, firm or corporation with whom the Owner has executed the Agreement.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Work on (at) the project": Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

3. MATERIALS, SERVICES AND FACILITIES

- (a) 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.
- (b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

4. CONTRACTOR'S TITLE TO MATERIALS

- (a) 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.

5. INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, 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.

6. 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.

7. APPLICABLE LAWS/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 State of Georgia, County of Oconee.

8. NOTICES

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

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Finance Department

Division of Procurement
23 N. Main Street, Suite 203
Post Office Box 1527
Watkinsville, Georgia 30677

9. 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/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/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.

10. 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.

11. OCCUPATIONAL TAX LICENSE REQUIREMENT

All firms or individuals doing business with Oconee County are required to have a current occupational tax license.

12. INSURANCE

Please see attached Oconee County Insurance Requirements.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

14. SUBSTITUTIONS

NO substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

15. 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.

16. 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

17. 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.

18. INVOICING AND PAYMENT

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables.

Invoices shall be submitted to:

Oconee County Board Of Commissioners
Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677

All such invoices will be paid within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

19. 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 US 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/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/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

20. ASSIGNMENT OF CONTRACT

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department

21. SURVEY, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Owner all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

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.

22. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - (1) Labor, including foremen;
 - (2) Materials entering permanently into the work;
 - (3) The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

23. CORRECTION OF WORK

- (a) 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, Ga. Oconee County, GA. 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.

24. 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.

25. 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:

- a) 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.
- b) 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.
- c) 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.

26. BID BONDS, PERFORMANCE AND PAYMENT BONDS

If required in the Invitation for Bid, 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 and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued.

IMPORTANT: NOT ALL BID SOLICITATIONS REQUIRE BID, PAYMENT OR PERFORMANCE BONDS. NOTICE OF BONDING REQUIREMENTS SHALL BE FOUND IN THE ADVERTISEMENT FOR BID AND/OR SPECIFICATIONS/WORK SCOPE FOR EACH SOLICITATION. IF THERE ARE ANY QUESTIONS REGARDING BONDS, PLEASE CONTACT THE PROCUREMENT OFFICER.

27. TIME and SCHEDULE of WORK

The work shall be completed within thirty (30) calendar days of the Notice to Proceed, **unless otherwise specified.**

28. EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for

the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

END OF GENERAL TERMS and CONDITIONS

Specifications

Bid Control Number FY1704-21



Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

Oconee County Board of Commissioners

Oconee County Public Works Department

Issue Date: Thursday, April 27, 2017

Questions Deadline: Thursday, May 4, 2017 at 2:30 PM

Bid Opening Date/Time: Thursday, May 11, 2017 at 2:30:00 PM

Bid Opening Location: Oconee County Board of Commissioners
Oconee County Courthouse
Commission Chambers - Suite 205
23 N. Main Street
Watkinsville, Georgia 30677

**Oconee County Board of Commissioners
Invitation to Bid**

Work Scope/Specifications

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project (Phase 2)**

I. DESCRIPTION OF BID

- (a) The Contractor shall provide services for the demolition and removal of miscellaneous structures along Mars Hill Road. This involves the demolition, removal and disposal of the structures in preparation of the SR 53-Mars Hill Road Widening, Phase II, GDOT PI 0009011 (See Attachment “A-2 ROW Plans for the Mars Hill Road Widening PH 2 Demolition of Miscellaneous Structures”).

II. REQUIREMENTS AND OTHER INFORMATION

- (a) The contractor will be responsible for all personal/liability insurance and worker’s compensation coverage for himself and all employees (See attached County Insurance Requirements.)
- (b) Contractor shall be qualified with the GDOT to perform this work.
- (c) Payment shall be made in one (1) lump sum amount.
- (d) A pre bid meeting will not be held for this project.

III. WORK SCOPE

- (a) The Contractor shall provide all direct and incidental services, labor, materials and equipment to accomplish the demolition and disposal. Services include but are not limited to the following;
 - 1. Demolition, removal and disposal of structures, foundations, etc.
 - 2. All work shall be completed within 30 days ARO/NTP.
 - 3. The scope of services may be reduced if the work is performed by property owners prior to completion of contract.

IV. BID SUBMITTAL

(a) The bid must include the following items;

1. Provide a general description of the Contractor's firm. Also, describe those portions of the Bidder's services, if any, that the Bidder presently anticipates subcontracting out to a subcontractor if awarded a contract. (A subcontractor means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency where the cost of the subcontractor's work exceeds 15% of the contracting unit's bid threshold.
2. Identify the intended disposal facility and provide proof that such facility is permitted by EPD to accept this type of waste.
3. General capabilities of the Contractor and subcontractors to perform the proposed work. Demonstration of the knowledge and ability to provide information as required by and for use in reporting to GDOT, EPD, EPA etc.
4. Recent experience of the Contractor to perform this work. A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County.

V. PROPOSED COST AND WORK SCHEDULE.

- (a) 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.
- (b) Each bidder shall furnish a work schedule detailing a timeline of demolition activities and estimated date of completion.

VI. PROVIDE MANDATORY DOCUMENTS.

- (a) See Exhibit A (Oconee County Insurance Requirements) and Attachment A-1 (Mandatory Forms).
- (b) Provide verification that the Contractor is qualified with GDOT to perform this work.

(End of Work Scope)

Bid Response Schedule

Bid Control Number FY1704-21



Demolition of Miscellaneous Structures Mars Hill Road Widening Project – Phase 2

Oconee County Board of Commissioners

Oconee County Public Works Department

Issue Date: Thursday, April 27, 2017

Questions Deadline: Thursday, May 4, 2017 at 2:30 PM

Bid Opening Date/Time: Thursday, May 11, 2017 at 2:30:00 PM

Bid Opening Location: Oconee County Board of Commissioners
Oconee County Courthouse
Commission Chambers - Suite 205
23 N. Main Street
Watkinsville, Georgia 30677

Oconee County Board of Commissioners
Invitation for Bid GDOT PI 0009011
Bid Schedule – Mars Hill Road Widening (Phase 2) – Structures to be Demolished and Removed

Please use this Bid Response Form to indicate the cost for this project. Your total cost must include **ALL** fees, travel, and any other costs needed to complete the project.

I certify that the amount BID is accurate and reflects any applicable discounts, and that the company, which I represent, will deliver the services and related items for the bid amount.

By submission of this BID, I also certify that the BIDDER has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the Bidder's Instructions and Specifications.

The BIDDER has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this BID and any attachments, if required.

OCCUPATIONAL TAX LICENSE#/COUNTY _____ **FEDERAL TAX ID#** _____

INDICATE LEGAL FORM OF BIDDER:
Corporation _____ **Partnership** _____ **Individual** _____ **Other (specify)** _____

Do you plan to subcontract any portion of this project? Yes ____ **No** ____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SCOPE OF WORK AND BID INVITATION ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED ON THE ATTACHED COPY OF THE SOLICITATION.

Lump Sum Price \$ _____

Written Price _____

<i>(Firm/Company-PRINTED)</i>	<i>(Address)</i>
<hr/>	<hr/>
<i>(Contractor/Bidder, Title-PRINTED)</i>	<i>(Email)</i>
<hr/>	<hr/>
<i>(Signature/Date)</i>	<i>(Phone/Fax)</i>

Oconee County Board of Commissioners
Invitation for Bid GDOT PI 0009011
Bid Schedule – Mars Hill Road Widening (Phase 2) – Structures to be Demolished and Removed

<u>Parcel Number</u>	<u>Address</u>	<u>Description</u>	<u>Cost</u>
39	Killarney West 1031 Loch Lomond Circle	2'x5' Wood Sign on (2) 4"x4" posts ("Killarney West") and 30"x30"x60" brick column	\$_____
42	1021 Stonebridge Court	100'x8' Concrete wall	\$_____
46	Daniell Plantation HOA 1010 Stonebridge Parkway	Subdivision Entrance Sign (Extensive Rock Work) and White Fence	\$_____
47	Shops at Stonebridge 1940 Experiment Station Road	(2) 18" Concrete Columns and 12'x7' sign with lighted bottom	\$_____
47A	Daniell Plantation HOA 1010 Stonebridge Parkway	Subdivision Entrance Sign (Extensive Rock Work) and White Fence	\$_____
48	Regional First Care 1960 Experiment Station Road	3'x10' Metal Sign, (2) Brick Columns (1'x2.5'x7.5')	\$_____
51	Oconee State Bank 1010 Park Drive	(1) Light fixture – 4" pole x 20' Single Fixture and (1) Flag Pole	\$_____
57	McDonalds 2063 Experiment Station Road	10'x10' on 8"x8" Steel Pole with Brick Base	\$_____
59	Athens First Bank and Trust 2100 Experiment Station Road	(1) Light, 4"x25' Steel Pole, Single Fixture	\$_____
60	Rite Aid Pharmacy 2065 Experiment Station Road	(5) Lights, 4"x25' Single Fixture, Exposed Concrete Base	\$_____
60	Rite Aid Pharmacy 2065 Experiment Station Road	5'x14' on 6" Steel Pole x 15', Double Plastic Facings ("Rite Aid Pharmacy")	\$_____
61	Publix 2061 Experiment Station Road	(1) Light, 4"x25' Double Fixture with Exposed Concrete Base	\$_____
61	Publix 2061 Experiment Station Road	(2) Brick Columns 3'x3'x8', Top as Unit 9'x15'; Lower as Unit 4.5'x8'	\$_____
65	Dunkin Donuts 2081 Hog Mountain Road	8"x8"x12' Steel Pole	\$_____
Total Cost =			\$_____



Oconee County Board of Commissioners

Invitation to Bid

EXHIBIT A

1. Oconee County Insurance Requirements

Exhibit A

Oconee County Insurance Requirements

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

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

Important:

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

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

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

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

Exhibit A

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

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

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

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:

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

Commercial General Liability (CGL):

Exhibit A

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

Automobile Liability

Combined Single Limit	\$ 3,000,000
Professional liability	\$ 3,000,000

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

2. Asbestos Abatement:

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

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 3,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

Exhibit A

3. **Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Property Coverage or Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

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

4. **Consulting Services:**

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

Exhibit A

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional Liability

Type and limits defer by consulting type

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

5. **Custodial Services:**

Workers Compensation (WC):

Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

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

Exhibit A

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

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

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

7. **Food Service:**

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

Exhibit A

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

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

9. Landscaping / Lawn Care:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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

Exhibit A

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

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Professional liability (malpractice) \$ 3,000,000

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

11. Pest Control:

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

NO EXEMPTIONS

Commercial General Liability (CGL):

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

Exhibit A

Automobile Liability

Combined Single Limit	\$ 1,000,000
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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

12. **Recreational Services:** This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the agency.

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

Commercial General Liability (CGL):

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

Automobile Liability

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

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

13. **Refuse Transportation and Disposal:** See the "Solid Waste Collection and Disposal Services of Oconee County, Georgia" for insurance requirements. Document available upon request.

Exhibit A

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

14. Security:

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

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

15. Staffing Services:

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

Exhibit A

Automobile Liability

Combined Single Limit

\$ 1,000,000

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



Oconee County Board of Commissioners

Invitation to Bid

ATTACHMENT A

1. Bidder's Checklist & Required Forms
2. Right of Way Plans for the Mars Hill Road Widening Phase 2 (Separate File)



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2**

Bidder's Checklist

Company Name: _____

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

ITEM DESCRIPTION

- Bidder's Checklist
- Addenda Acknowledgement Form (if applicable)
- Bid Schedule
- Bidder's Local Business Initiative Affidavit
- Execution of Bid Submittal
- Bidder's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit (**Must be included with bid**)
 - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List (if applicable)
- W-9
- Statement of Qualifications (references, experience, staff info, etc.)
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications

Authorized Signature

Title

Print Name

Date

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



ITB #FY1704-21
Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Addenda Acknowledgement

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

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Local Business Affidavit of Eligibility**

*Legal Name of Business: _____

1. Mailing Address: _____

Physical Address: (if different) _____

2. Year business was established in Oconee County: _____

3. Occupational Tax License number issued and County/City where issued: _____

4. Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): _____

6. Is your business' principal base of operations in Oconee County? Yes No

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): _____

8. Bank (branch in Oconee County): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

Mandatory Document – Complete all areas above and return with your bid submittal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



ITB #FY1704-21
Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Execution of Bid

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
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 #FY1704-18 Traffic Signal Construction Project** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Drug-Free Workplace**

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

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with _____,

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

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

Date

Signature

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	ITB#FY1704-21

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify TM Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	ITB#FY1704-21

SUBCONTRACTOR AFFIDAVIT

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

EEV / E-Verify TM Company Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

Notary Public

My Commission Expires:

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



ITB #FY1704-21

**Demolition of Miscellaneous Structures
Mars Hill Road Widening Project – Phase 2
Subcontractors**

Please list any subcontractors that you will be working with during the course of this contract:

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

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