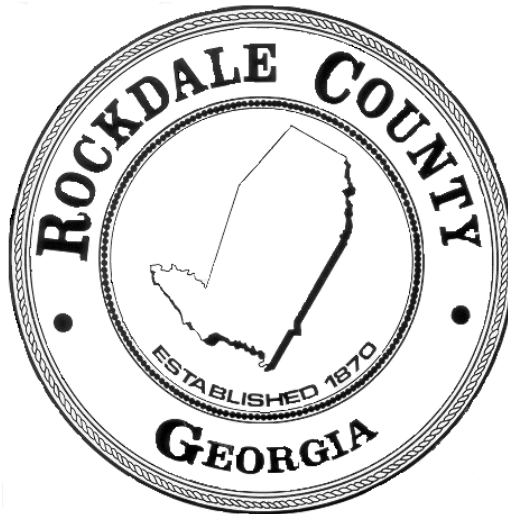


ROCKDALE COUNTY, GEORGIA

January, 2016

REINFORCED CONCRETE DRAINAGE PIPE – EAST HIGHTOWER TRAIL

**INVITATION TO BID (ITB)
16-04**



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7553**

REINFORCED CONCRETE DRAINAGE PIPE – EAST HIGHTOWER TRAIL

INVITATION TO BID (ITB)

16-04

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INTRODUCTION:

This is an Invitation to Bid (ITB) to procure **Reinforced Concrete Drainage Pipe for the East Hightower Trail Project (ITB # 16-04)**. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

PURCHASING CONTACT:

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

Rockdale County Finance Department
Attn: Dawn Spivey
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7553, Fax (770) 278-8910
E-mail: dawn.spivey@rockdalecountyga.gov

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

BID COPIES FOR EVALUATION:

The bidder shall submit four (4) hardcopies of the bid (one original, three photocopies) and one (1) CD containing the bid in Adobe PDF format. All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number (#16-04) must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

BID DUE DATE / BID OPENING DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 until **2:00 P.M. local time, Thursday, February 4, 2016**. Bids will be opened and read aloud at this time. Bids received after this time will not be accepted.

PRE-BID MEETING:

There will not be a pre-bid meeting for this project.

QUESTIONS AND CLARIFICATIONS:

You should submit your questions and/or requests for clarifications about this ITB no later than **Thursday, January 28, 2016 at 2:00 p.m., local time**. Written responses from the County to the questions it receives will be issued in an addendum. Any questions and/or misunderstandings that may arise from this ITB must be submitted in writing and forwarded to the Procurement Office at the above address or by email. It shall be the bidder's responsibility to seek clarification as early as possible prior to the due date and time.

ADDENDA:

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

Bidders should check with the Procurement Office frequently during the bidding process to verify that they have received all issued addenda. Bidders have the responsibility of making sure that they have received all issued addendums. Addenda are posted on the County's website at www.rockdalecounty.org. Click on the link for **Bids, RFPs, and Announcements**, and then click on the link for **Current Bids / RFP / RFQ**. Addenda will be listed under the entry for **ITB #16-04, Reinforced Concrete Drainage Pipe - East Hightower Trail**.

QUALIFICATIONS OF BIDDERS:

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

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

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

SILENCE OF SPECIFICATIONS:

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

OPTION TO AUDIT:

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

TORT IMMUNITY:

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

PROPRIETARY INFORMATION:

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

QUANTITIES:

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

SELECTION PROCESS / AWARD OF CONTRACT:

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

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

INSURANCE:

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

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

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

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

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

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

BONDS:

Not applicable.

PERMITS:

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011:

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

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

LOCAL VENDOR PREFERENCE POLICY:

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

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

CONTRACT TERM:

The contract will be effective for 90 days after award by the Board of Commissioners. However, all work shall be completed no later than 28 days after issuance of the Notice to Proceed (NTP), unless a time extension is granted by the Project Manager. Please see the example contract in Attachment 1 of this ITB for more information.

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The ITB number (**# 16-04**) must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

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

BID SPECIFICATIONS FOR ITB # 16-04

Project Name: Reinforced Concrete Drainage Pipe for the East Hightower Trail Project

Project Location: Stream crossing near 2985 East Hightower Trail NE, Conyers, Georgia
Latitude: 33°43'27.61"N Longitude: 83°56'44.57"W

Scope of Work: Provide and deliver 192 linear feet of 60-inch diameter, round, Class III reinforced concrete drainage pipe to the project location, including any manufacturer recommended gaskets, pipe lubricant, lift hole covers/plugs, and other parts or substances. Additionally, provide all necessary purchasing, coordination, supervision, mobilization, traffic control, and other services required for the delivery of all materials.

All pipes shall be of the same type and manufacturer, and shall have a nominal segment length of either 6 or 8 feet. Pipes shall conform to the latest revision of ASTM C 76 or AASHTO M 170, and gaskets shall conform to the latest revision of ASTM C 443 or AASHTO M 315.

Due to access and project constraints, delivery shall be made on the northern side of the stream, and within 1000 feet of the project location. Delivery to the southern side or beyond the specified distance will not be accepted.

Delivery shall include any labor, equipment, and materials needed to unload all pipes, and to stockpile them along the side of the road in an orderly, accessible manner. Rockdale County personnel will transport the pipes from the delivery location to the project location, at a later date and on an as-needed basis.

The provided pipes will be used by the County to construct 4 identical culverts, each being 48 feet in length, for a total of 192 linear feet. All construction activities will be performed by County personnel, and all other materials will be procured separately.

Estimates of material and labor required for the project are shown in the Bid Item Table. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the project, shall be deemed to have been included in the Total Bid Amount.

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

Construction Plans: Not Applicable

Bidders are strongly encouraged to visit the project site and carefully review the Construction Plans, ITB, specifications, and regulations before preparing a bid.

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

SPECIAL TERMS AND CONDITIONS FOR STORMWATER UTILITY PROJECTS

1. Definitions:

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

2. Communication:

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

3. Scheduling:

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

SPECIAL TERMS AND CONDITIONS FOR STORMWATER UTILITY PROJECTS

4. Quality Control and Assurance:

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

5. Invoicing, Field Orders, and Change Orders:

- a. Invoices may be submitted monthly or at project milestones, as agreed upon by the Representative and the Project Manager.
- b. Retainage amounts will be determined by the contract.
- c. No payment will be made for portions of the project that are not completed or provided.
- d. Payment will be made according to actual quantities expended at the time of invoicing (i.e. not based upon an estimated completion percentage).
- e. Each contractual item price shall be inclusive of all administration, correspondence, preparatory actions, equipment, labor, fuel, permitting, licensing, bonding, insurance, taxes, fees, postage, and any other material or service expenditures necessary to complete the work associated with that item.
- f. With each invoice, the Representative shall submit material receipts, time sheets, dump tickets, dimensioned sketches, photographs, or other documentation to verify the actual amount of labor, materials, and other resources expended. All such documentation shall become the sole property of the County.
- g. The Contractor shall only charge the County for mobilization once, regardless of how many trips are necessary to complete the project.
- h. The Contractor shall only charge the County for traffic control once, regardless of whether additional traffic control measures become necessary, and regardless of whether such measures are employed at multiple locations.
- i. The project's Scope of Work shall include not only the work that is specifically outlined in the plans and specifications, but also anything that is considered incidental to that work.

SPECIAL TERMS AND CONDITIONS FOR STORMWATER UTILITY PROJECTS

- j. The Project Manager shall have the sole discretion whether approved quantity increases or additional services will be considered a "field order" and paid out of the project's contingency fund, or if they will be considered a "change order". Change orders require a formal contract amendment, and are subject to the approval of the Board of Commissioners.
- k. The Representative shall notify the Project Manager as soon as possible if any quantities are expected to exceed the estimated amounts, or if additional services are needed outside of the Scope of Work. No such changes will be made without prior written authorization from the Project Manager. Changes made without the Project Manager's authorization will not be reimbursable, and may be reversed or removed at the Project Manager's discretion and at the Contractor's cost.

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

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

**SPECIAL TERMS AND CONDITIONS
FOR STORMWATER UTILITY PROJECTS**

7. Water Usage:

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

8. Liability:

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

BID FORM – ITB # 16-04

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

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

Total Bid Amount = \$ _____

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Bidder Information:

Business Name: _____

Address: _____

Representative's Name: _____

Representative's Title: _____

Telephone Number(s): _____

E-mail Address: _____

Representative's Signature: _____

Date Submitted: _____

BID ITEM TABLE – ITB # 16-04

Instructions: Type or clearly print all prices.
Any modifications to items, quantities, or units will result in rejection of the bid.

Item #	Item Description	Approx. Quantity	Unit	Unit Price	Projected Price
1	Provide 60-inch diameter, round, Class III reinforced concrete drainage pipe, including all appurtenances, and deliver to project location. Please see Scope of Work for more information.	192	LF		
Total Bid Amount					

Representative's Signature: _____ Date: _____

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20

Name _____

Title _____

My commission expires (Date)

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

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed)

(Title)

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

Name _____

Title _____

My commission expires (Date)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

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

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant:

Date

Printed Name:

* _____
Alien Registration number for non-citizens

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

Notary Public
My commission Expires:

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

Attachment 1
SAMPLE CONTRACT
(PAGE 1 OF 7)

AGREEMENT FOR THE
[PROJECT TYPE, NAME]

This Agreement entered into on this ____ day of _____, 2015, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR'S NAME], a [DESCRIPTION OF CONTRACTOR'S BUSINESS TYPE], whose address is [CONTRACTOR'S ADDRESS] (hereinafter referred to as "Contractor").

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

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

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

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the [PROJECT TYPE, NAME] as described in the County's Invitation to Bid (ITB) [ITB#] incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated [DATE], attached hereto and made a part hereof (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Stormwater Utility's General Engineering Manager or their designee and consistent with all Federal, State and Local laws.

The Contract Documents, Bid documents, Invitation to Bid, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

2. **Fees and Compensation.**

- (a) **Contract Price:** The Contract Price shall not exceed [CONTRACT AMOUNT], and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. The County shall provide payment within thirty (30) days of receiving said invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

Attachment 1
SAMPLE CONTRACT
(PAGE 2 OF 7)

(b) **Payments Withheld:** The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

(c) **Retention:** The County will retain the following amounts from each properly certified estimate:

- (1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.
- (2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.
- (3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the County.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be ninety (90) days from the effective date, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than fourteen (14) days after issuance of the Notice to Proceed, and shall complete the Work no later than twenty-eight (28) days after issuance of the Notice to Proceed, unless a time extension is authorized in writing by the Project Manager.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

Attachment 1
SAMPLE CONTRACT
(PAGE 3 OF 7)

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. **Insurance.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the Invitation to Bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

Attachment 1
SAMPLE CONTRACT
(PAGE 4 OF 7)

9. **Protection of Work, Property and Persons.**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

Attachment 1
SAMPLE CONTRACT
(PAGE 5 OF 7)

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

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

To the County:

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

To the Contractor:

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

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

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

Attachment 1
SAMPLE CONTRACT
(PAGE 6 OF 7)

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

**Attachment 1
SAMPLE CONTRACT
(PAGE 7 OF 7)**

24. **Entire Agreement.**

This Agreement, its attachments and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

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

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

[CONTRACTOR'S NAME]

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____

By: _____
Richard A. Oden, Chairman & CEO

Witness:

Attest:

By: _____

By: _____
Jennifer Rutledge, County Clerk

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

**Attachment 2
REFERENCES**

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

**Attachment 2
REFERENCES**

Instructions: Type or clearly print all information.

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

**Attachment 3
SUBCONTRACTORS**

Instructions: Type or clearly print all information.

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

Representative's Signature: _____ Date: _____

Attachment 4 BIDDER'S CHECKLIST

_____ **FOUR HARDCOPIES (one original, three photocopies) and ONE COMPACT DISC (containing a copy in Adobe PDF format) of the following documents; all documents shall be fully completed, signed, and dated:**

- _____ **Bid Form (See Page 14)**
- _____ **Bid Item Table (See Page 15)**
- _____ **Attachment # 2 – References (See Pages 29-30)**
- _____ **Attachment # 3 – Subcontractors (See Page 31)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **All Applicable Affidavit Forms (See Pages 16-21)**
- _____ **Proof of Business License**

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