



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
BULLOCH COUNTY PUBLIC WORKS DEPARTMENT
17301 US 301 NORTH
STATESBORO, GEORGIA 30458**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: A one year contract for **Roadside Mowing and Spraying on approximately 460 centerline miles equating to 920 road miles on paved county road rights-of-way**. The contract will have an initial term of one year and be subject to automatic renewal for two additional one-year terms unless the County exercises its option not to renew.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, April 19, 2022. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and one (1) copy along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened, and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Public Works Director will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Roadside Mowing & Spraying Bid; Bid Opening: April 19, 2022 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 15** that lists the forms that **must** be included in the sealed bid submission. Failure to return any of the items on the check list will be justification for non-acceptance of the submitted sealed bid.

Local Vendor Preference: This solicitation is for a Georgia County Roads Project, the County's local vendor pricing preference which allows for such a vendor to match the lowest price bid if within 5% *shall not be applicable*.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within thirty (30) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to ensure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, national origin.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors, and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Project Schedule: The project should be completed within the time stated in the specifications. Any request for a time extension should be made in writing. Time is of the essence.

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Bonds: Bid Forms must be accompanied by a Bid Bond in an amount not less than five (5%) percent of the first year's Grand Total for three mowing cycles. Both Performance and Payment Bonds will be required in an amount equal to one hundred (100%) percent of the first year's Grand Total contract price for three mowing cycles from the successful bidder and then one hundred (100%) of each successive year prior to the beginning of that contract year if the county chooses to renew the contract. **Bonding companies must be on the US Department of Treasuries listing of approved sureties (Dept. Circular 570).**

Payment: Payment shall be made by Bulloch County at the end of each mowing & spraying cycle and will be measured by the Public Works Director in accordance with this contract. At no time will the contractor receive payment for any work not yet performed. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, gender, religion, national origin, or handicap in employment or services provided

Questions: All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions will be directed to the Purchasing Manager no later than April 12, 2022 @ 2:00 PM. Responses to questions will be addressed no later than April 13, 2022 @ 4:00 PM.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Bids shall be binding for a period of thirty (30) calendar days from the time bids are opened.

Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the contract sample included herewith.

Contract Termination: County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment

then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Immigration: On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective).

If you only include the third party administrators name and not your company's actual authorization number this will result in your solicitation response being rejected as non-responsive.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

GOAL

It is the goal of the Bulloch County Commission to receive the services of a qualified contractor for quality roadside mowing & spraying on paved county road rights-of-way in Bulloch County, Georgia.

GENERAL

The Bulloch County Commission is seeking bids for tractor mowing and spraying on rights-of-way of paved rural roads in Bulloch County. This work shall be done according to the specifications and requirements found within this bid solicitation.

SPECIFICATIONS

1. Work under this contract consists of furnishing all labor, material, tools, equipment, and incidentals necessary to perform tractor mowing and spraying operations as indicated below. The contractor shall provide and manage personnel who are to perform and complete mowing operations as specified herein to ensure that work is done in a safe, effective, and timely manner. The work shall include tractor mowing and spraying within the mowing limits of Bulloch County right of way.

2. Number of center line miles for Mowing & Spraying: Approximately 460 center line miles of rights-of-way are to be mowed and sprayed under this maintenance contract. This includes both sides of the road from edge of pavement to back of R/W. R/W varies from 50' to 100'. For further clarification, this amounts to approximately 920 lane miles.

3. Contract Requirements: Contractors submitting bids shall certify in writing and submit with their bid that they possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and be ready to begin upon award of authorized contract.

4. Spraying: Spraying of Roundup or equal around signs, mailboxes, culverts & guard rails. If contractor proposes to use a product other than Roundup, contractor shall submit written specifications for the product to the Public Works Director, who must approve the product as an equal to Roundup prior to its use.

5. Submittals:

a. Work Schedule-

Ten (10) days prior to commencing work for each mowing cycle, Bulloch County will provide the contractor with a schedule identifying where the mowing cycle commences. Five (5) days prior to commencing each mowing cycle the contractor shall submit to the Public Works Director a plan of how the mowing cycle shall be completed. The Public Works Director prior to the contractor beginning each mowing cycle must approve this plan.

b. Personnel-

Prior to the commencement of any mowing cycle, the contractor shall submit a list of all employees who will be working during that mowing cycle.

6. Personnel Requirements:

a. Supervisor-

The contractor shall have a competent and experienced supervisor/foreman on duty at all times when work is being performed under this contract.

b. Crew-

The contractor shall at all times provide staff and staffing levels able to perform the work in accordance with this contract.

c. **Dress Code-**

The minimum dress code for contractor personnel when working on this contract shall be a clean and complete outfit, including pants, shoes, shirt, and **safety vest**.

7. Equipment:

a. The equipment used for tractor mowing and spraying shall be of sufficient type, capacity, and quantity to safely and efficiently perform the work specified in this contract. Equipment utilized by the contractor shall meet the following requirements:

1. All equipment shall be equipped with all necessary lighting & flags to provide for a safe operation.
2. The equipment used by the contractor shall always provide for a quality job.
- b. All open portions of tractor mowers and trimming equipment shall have acceptable guards to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the Public Works Director will not be allowed to operate until such guards are in place and properly maintained. Mower blades shall be properly maintained, i.e., sharp, and straight.
- c. Support vehicles, such as pickups and service trucks shall be contractor equipped with a minimum of one (1) revolving or strobe type light, with amber lens.

8. Mowing Cycles and Limits

There shall be three mowing cycles per calendar year for Bulloch County. The commencement and completion dates for each of the three cycles are as follows (Time is of the essence):

<u>CYCLE</u>	<u>COMMENCEMENT DATE</u>	<u>COMPLETION DATE</u>
1	Between April 1 and April 7	No later than May 31
2	Between June 7 and June 14	No later than Aug. 23
3	Between Sept. 1 and Sept. 7	No later than Oct. 31

Due to the delay of bid release, if awarded, start date and completion date will be discussed with the successful contractor on Cycle 1 on the first contract year. Time is of the essence.

9. Mowing Safety and Traffic Control Requirements:

- a. Respond to citizen complaints within 24 hours of being notified by the Public Works Director.
- b. Tractor mowers crossing roads or traveling on paved roads shall be buffered by some type of buffer/service vehicle. This would also include moving equipment to other locations. Equipment or materials moved on or across the traveled way at other times shall be done in a manner as not to unduly interfere with traffic.
- c. All scheduled mowing operations shall be performed during the hours of daylight.
- d. The contractor shall not allow any debris to be thrown onto the road surface by the mowing equipment or contractor's personnel.

- e. Contractor equipment shall be parked a safe distance from the edge of pavement.
- f. The contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner.
- g. The contractor shall notify the Public Works Director, in writing, of any accident that involves the contractor while fulfilling this contract.
- h. In the event that any damage occurs during and is caused by the equipment used for mowing or spraying operations, the contractor will be required to repair or replace the damaged item with a like item at the contractor's expense.
- i. There shall be no removal of cut material, such as the bailing of hay.
- j. The contractor shall use proper signage and advanced warning signs as needed to assure safety.

10. Quality Acceptance:

- a. The height of all vegetation after any tractor mowing or trimming operation shall be a 6-inch mowing height and will be determined by taking the average of three (3) measurements at the following locations:
 - 1. One fourth of the distance from the edge of the pavement.
 - 2. One half of the distance from the shoulder point to the bottom of the ditch.
 - 3. At the midpoint of the farthest mowing pass from the edge of the pavement.
- b. For the purpose of inspection and control, the Public Works Director will monitor the contractor's progress and performance randomly.
- c. All routes mowed by the contractor must be approved/accepted by the Public Works Director prior to any payment.

BID FORM
RIGHTS-OF-WAY MOWING AND SPRAYING
Time is of the essence for this contract.

Note: This is a unit price contract based on a unit of one (1) center line mile of mowing and spraying both sides of the road. It is estimated that there are approximately 460 center line miles of mowing and spraying per cycle, and the extensions of unit prices are based on 460 center line miles. However, the contractor will be compensated for the actual number of center line miles that are mowed and sprayed in a cycle, whether more or less than 460 center line miles, based on the unit prices below. Provided, however, that the contractor shall not be compensated for any center line miles of mowing and spraying in excess of 500 center line miles per cycle without a written change order that has been approved and executed prior to the mowing and spraying of any center line miles in excess of 500 center line miles per cycle.

Note: This contract is for an initial term of one year and will automatically renew for two additional one-year terms unless the County provides the contractor with written notice of an intent not to renew at least thirty (30) days prior to the end of the then-current term. Since the contractor will be obligated to perform the contract for two additional one-year terms unless the County elects not to renew the contract, the bidder is given the opportunity below to bid prices for each potential year of the contract in case bidder determines that an increase (or decrease) in pricing after the first year is warranted. Performance and payment bonds shall be secured prior to each successive year.

BID PRICES FOR FIRST YEAR OF CONTRACT

- 1a. Bid price per center line mile for 1st mowing & spraying cycle: \$ _____
- 1b. Extension for 1st mowing & spraying cycle:
460 center line miles x \$ _____ (unit price) = \$ _____
- 2a. Bid price per center line mile for 2nd mowing & spraying cycle: \$ _____
- 2b. Extension for 2nd mowing & spraying cycle:
460 center line miles x \$ _____ (unit price) = \$ _____
- 3a. Bid price per center line mile for 3rd mowing & spraying cycle: \$ _____
- 3b. Extension for 3rd mowing & spraying cycle:
460 center line miles x \$ _____ (unit price) = \$ _____
- 4. Grand total for the first two mowing & spraying cycles:
(1b. + 2b.) = \$ _____
- 5. Grand total for all three mowing & spraying cycles:
(1b. + 2b. + 3b.) = \$ _____
- 6. If it is determined additional mowing & spraying is necessary, will the price per center line mile be the same as 1st, 2nd, and 3rd mowing & spraying cycles?
Yes _____ No _____

Note: If the answer to item # 6 is no, state bid price per center line mile for additional mowing & spraying. \$ _____

BID PRICES FOR SECOND YEAR OF CONTRACT

- 1a. Bid price per center line mile for 1st mowing & spraying cycle: \$_____
- 1b. Extension for 1st mowing & spraying cycle:
460 center line miles x \$_____ (unit price) = \$_____
- 2a. Bid price per center line mile for 2nd mowing & spraying cycle: \$_____
- 2b. Extension for 2nd mowing & spraying cycle:
460 center line miles x \$_____ (unit price) = \$_____
- 3a. Bid price per center line mile for 3rd mowing & spraying cycle: \$_____
- 3b. Extension for 3rd mowing & spraying cycle:
460 center line miles x \$_____ (unit price) = \$_____
- 4. Grand total for the first two mowing & spraying cycles:
(1b. + 2b.) = \$_____
- 5. Grand total for all three mowing & spraying cycles:
(1b. + 2b. + 3b.) = \$_____
- 6. If it is determined additional mowing & spraying is necessary, will the price per center line mile be the same as 1st, 2nd, and 3rd mowing & spraying cycles?
Yes _____ No _____

Note: If the answer to item # 6 is no, state bid price per center line mile for additional mowing & spraying. \$_____

BID PRICES FOR THIRD YEAR OF CONTRACT

- 1a. Bid price per center line mile for 1st mowing & spraying cycle: \$_____
- 1b. Extension for 1st mowing & spraying cycle:
460 center line miles x \$_____ (unit price) = \$_____
- 2a. Bid price per center line mile for 2nd mowing & spraying cycle: \$_____
- 2b. Extension for 2nd mowing & spraying cycle:
460 center line miles x \$_____ (unit price) = \$_____
- 3a. Bid price per center line mile for 3rd mowing & spraying cycle: \$_____
- 3b. Extension for 3rd mowing & spraying cycle:

460 center line miles x \$ _____ (unit price) = \$ _____

4. Grand total for the first two mowing & spraying cycles:
(1b. + 2b.) = \$ _____

5. Grand total for all three mowing & spraying cycles:
(1b. + 2b. + 3b.) = \$ _____

6. If it is determined additional mowing & spraying is necessary, will the price per center line mile be the same as 1st, 2nd, and 3rd mowing & spraying cycles?
Yes _____ No _____

Note: If the answer to item # 6 is no, state bid price per center line mile for additional mowing & spraying. \$ _____

TOTAL BASE BID

The total Base Bid is the sum of the grand total for all three mowing and spraying cycles for all three years. In other words, to calculate the total Base Bid, add together the three grand total dollar amounts set forth in line item 5 for each year.

TOTAL BASE BID \$ _____

The following question must be answered, and the Bid Form must be signed for your bid to be considered:

I certify that I possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and will be ready to begin upon award of authorized contract.

Yes _____ No _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner, or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **30** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **April 19, 2022 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **30** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

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 contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [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], 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 Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions about e-verify.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Mowing & Spraying of Bulloch County Paved Road Rights-of-Way

Name of Project

Bulloch County, Georgia

Name of Public Employer

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

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Check List

The items listed below must be completed and returned with the sealed bid, **signed, and notarized where indicated**. Failure to return any of the items listed will be justification for not accepting the submitted bid.

- 1. Page 3 – Certificate of Liability Insurance
- 2. Page 4 – Bid Bond (5% of first year's grand total)
- 3. Pages 9 – 11 – Bid Form
- 4. Page 12 – Non-Collusion Affidavit
- 5. Page 13 – Bidder Declaration
- 6. Page 14 – Contractor E-verify Affidavit

SHORT FORM MOWING & SPRAYING CONTRACT (Example)

BULLOCH COUNTY, GEORGIA
Short Form Mowing & Spraying Contract

Contractor Name and Address:

Phone: _____

Project: Roadside Mowing & Spraying of Paved County Roads Rights-of-Way

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work. The Contractor shall furnish all labor, materials, and equipment and perform all the work for

ROADSIDE MOWING & SPRAYING OF PAVED COUNTY ROADS RIGHTS-OF-WAY

as described in the Scope of Work, Drawings, and/or Specifications attached hereto and identified as:

**INVITATION TO BID FOR
ROADSIDE MOWING & SPRAYING ON PAVED COUNTY ROADS**

2. Term. The initial term of this Contract shall be for a period of one year, commencing on the date set forth above and ending on the date one year after the commencement date. Thereafter, this Contract shall automatically renew for two additional one-year terms unless the County provides the Contractor with written notice of an intent not to renew at least thirty (30) days prior to the end of the then-current term.

3. Time for Commencement and Completion. There shall be three (3) mowing and spraying cycles for each year that this contract is in effect. The commencement date for the first cycle will begin between _____, and the completion date will be no later than _____. The dates for the second cycle will be commencement between _____ with completion no later than _____ designated by the County's Public Works Director. The dates for the third cycle will be commencement between _____ with completion no later than _____ designated by the County's Public Works Director. **Time is of the essence.** At least ten (10) days prior to the commencement of work for each cycle, the County will provide the Contractor with a schedule identifying where the cycle commences. At least five (5) days prior to the commencement of work for each cycle, the Contractor shall submit to the County's Public Works Director a plan of how the cycle will be completed. The Public Works Director must approve this plan prior to the commencement of each cycle.
4. Contract Sum. The County shall pay the Contractor for the performance of the work a unit price per center line mile in accordance with the Contractor's signed bid form (which is attached hereto as an exhibit) for each center line mile of paved road that Contractor mows and sprays in accordance with the specifications of the Contract. For purposes of this Contract, a "center line mile" of paved road is defined to include both sides of the road. Provided, however, that the County shall not have any obligation to pay the Contractor for any center line miles in excess of 500 center line miles in a cycle unless a written change order has been approved and executed that authorizes payment for center line miles in excess of 500 center line miles for that cycle.
5. Payments. The County shall make payments to the Contractor at the end of each mowing and spraying cycle based upon the number of center line miles of paved road mowed and sprayed during that cycle. Within fifteen (15) days of the completion of work for each cycle, the Contractor will submit an invoice to the County detailing the number of center line miles of paved road mowed and sprayed for that cycle, the unit price per center line mile, and the total amount being invoiced. Invoices shall be subject to verification of center line mileage and acceptance of work by the Public Works Director prior to payment.
6. Contract Documents. The Contract includes this agreement and any scope of work, drawings, specifications, and/or attachments attached hereto and incorporated herein. The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Surveys, Permits and Regulations. The County shall furnish all surveys that may be necessary unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the drawings and specifications are at variance therewith.
9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.
10. Access to Work. The Contractor shall always permit and facilitate observation of the work by the County and its agents and public authorities.
11. Changes in the Work. The County may order changes in the work, the contract sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.
12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.
13. County's Right to Terminate Contract.

Termination for Cause: Should the Contractor neglect to prosecute the work properly or fail to perform any provision of the Contract, and if the Contractor fails to remedy such deficiency after seven (7) calendar days written notice from the County to the Contractor and its surety (if any), the County may without prejudice to any other remedy the County may have, terminate this Contract without any further obligation to the Contractor.

Termination for Convenience: The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) calendar days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

14. Withholding of Payments. Payments otherwise due may be withheld on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective work which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract

cannot be completed for the unpaid balance of the contract sum.

15. Insurance. Contractor shall purchase from and maintain in a company or companies authorized to do business in the state of Georgia the following types of insurance:
 - A. Statutorily required workers' compensation insurance.
 - B. Comprehensive general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - C. Automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

The Contractor shall provide the County with certificates of insurance prior to the start of the work and 30 days' notice prior to cancellation.

16. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to start of the work payment and performance bonds in an amount of 100% of the first year's contract sum and then each successive year from a surety licensed to do business in the state of Georgia. The Bonding Company must also be on the US Dept. of Treasuries listing of approved sureties (Dept. Circular 570).
 - A. Payment Bond: Required (X) Not Required ()
 - B. Performance Bond: Required (X) Not Required ()

If the County deems it necessary, the Contractor shall furnish new payment and performance bonds for each renewal term of the Contract.

17. Separate Contracts. The County has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with any such other contractors.
18. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Contract, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Contract or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend therein.
19. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnities") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in

any way out of the performance of this Contract, unless such is attributable to the sole negligence of the indemnities.

20. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of the contract shall be not less than such specified hourly minimum rate of wage in the performance of this contract as required by law.
21. Equal Opportunity. The Contractor shall not discriminate against any employee or against any applicant for employment based on race, religion, sex, color or national origin.
22. No Waiver. No failure on the part of either party to this Contract at any time to require performance by the other party of any term of this Contract shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof.
23. Assignment. This Contract may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
24. Immunity. Nothing contained in this Contract shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.
25. Legal Construction; Severability. This Contract shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
26. Entire Agreement; Amendment. This Contract represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Contract may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

BY: _____

BY: _____
County Manager

TITLE: _____

ATTEST: _____
Clerk of the Board

DATE: _____

DATE: _____