



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

**INVITATION FOR BID
STATESBORO/BULLOCH COUNTY PARKS & RECREATION DEPARTMENT
PORTAL TENNIS COURT FENCE REPLACEMENT & CURB INSTALLATION**

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

Material or Service: Install new fence and curbing around perimeter of the tennis courts at the Portal Center located at 27245 Hwy 80 W, Portal GA 30450.

Mandatory Pre-Bid Meeting: There will be a mandatory pre-bid meeting on Thursday, May 27, 2021 at 10:30 AM, on site at the Portal Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450. All contractors wishing to bid this project must have a representative present at the mandatory pre-bid meeting. All questions and concerns will be addressed at the mandatory pre-bid meeting.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:20 PM, Wednesday, June 9, 2021. 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 supporting documents along with one (1) copy 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 Assistant Parks Division Manager/Projects 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 <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 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: Portal Tennis Courts Fence Project; Bid Opening: June 9, 2021 @ 3:20 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 20 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 just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: This solicitation is for a Public Works Construction 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 sixty (60) 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.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

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.

TERMS AND CONDITIONS

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

Fob Destination Point: Bid prices shall include shipping to Portal Center Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

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 shall be defined in the notice to proceed and be complete according to the time schedule set forth in the finalized contract. Time is of the essence.

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

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of 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, **with an endorsement naming the County and its officials, officers, and employees as an 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: Not required.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days of receipt of invoice. 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, religion, national origin, or handicap in employment or services provided.

Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for

storage, unless otherwise stated by Bulloch County.

Delivery: Delivery shall be made to the Portal Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450.

Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to show compliance with our specifications on the units they propose to furnish.

Questions: All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions not asked at the mandatory pre-bid meeting will be directed to the Purchasing Manager no later than May 28, 2021 by 4:00 PM. Answers to questions will be addressed no later than June 1, 2021 by 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. Negotiations may be necessary to complete the contract.

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>. Affidavits are 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 user identification number; 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 the actual authorization number this will result in your solicitation response being rejected as non-responsive.

Quality: Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

Drawings: Attached is a diagram with specifications for the curbing/edging.

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.

For technical questions concerning this bid contact Cannon Petitjean, Assistant Parks Division Manager/Projects at 912-536-1029 or cpetitjean@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Specifications for Chain Link Fencing & Concrete Curbing

PART 1 GENERAL

1.01 General Description

- A. Work Included: Provide all material, labor, equipment, transportation, services and related items required to complete work indicated on drawings and/or specifications. The items of work to be performed includes, but not limited to, the complete installation of:
 - 1. 10' tall galvanized (zinc) coated chain link fabric with galvanized steel framework and accessories for commercial around perimeter of asphalt of basketball/tennis courts.
 - 2. 12" x 12" rebar reinforced concrete curb around perimeter of basketball/tennis courts.

1.02 REFERENCES

- A. ASTM A36 Standard Specification for Carbon Structural Steel
- B. ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Linked Fabric
- C. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-dip Galvanized Coatings
- D. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Bars, Rods, Wire and Tubes
- E. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- F. ASTM G567 Standard Practice for Installation of Chain Link Fence
- G. ASTM F626 Standard Specification for Fence Fittings
- H. ASTM F900 Standard Specification for Industrial and Commercial Swing Gates
- I. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
- J. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence structures
- K. WLG2445 Chain Link Fence Manufactures Institute, Chain Link Fence Wind Load Guide for the Selection of Line Posts and Line Post Spacing.

1.03 Submittals

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails and fittings
 - 2. Chain-link fabric, reinforcements, and attachments
 - 3. Gates and hardware.

- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate material, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing and other required installation and operational clearances.
 - 1. For installed products indicated to comply with design loads, include structural analysis data.
- C. Samples: If requested, samples of materials (eg., fabric, wires, and accessories).
- D. Field quality-control test reports.

1.04 Quality Assurance

- A. Manufacture: Company having manufacturing facilities in the United States with a minimum 5 years' experience specializing in manufacturing of chain link fence products.
- B. Fence contractor: Contractor having 5 years' experience installing similar projects in accordance with ASTM F567.
- C. Tolerances: ASTM current specification and tolerances apply and supersede any conflicting tolerance.
- D. Substitutions: Alternate chain link products may be acceptable by the County as equal if approved in writing ten days prior to bidding provided that the items submitted meet the specifications contained in this document.
- E. Single source: To ensure system integrity obtain the chain link system, framework, fabric, fitting, gates and accessories from a single source.

1.05 Project Conditions

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- B. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify owner no fewer than two days in advance of proposed interruption of utility services
 - 2. Do not proceed with interruption of utility services without Owners written permission.

1.06 Warranty

- A. Special Warrant: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:

- 1.06.A.1.1 Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty period: Five (5) years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
 1. Galvanized (zinc) coated steel chain link fabric per ASTM A392. Class 2 weight of zinc coating 2.0 oz/sq. ft.
 - a. Mesh size: 2 inches
 - b. Height: 10 feet
 2. Selvage of fabric knuckled at top and knuckled at bottom.

2.02 STEEL FENCE FRAMEWORK

- A. Steel pipe Type 1: ASTM F 1043 Group 1A, ASTM F1083 standard weight schedule 40 hot-dip galvanized pipe having a zinc coating of 1.8 oz/sq. ft. (550 g/sq m) on the outside surface and 1.8 oz/sq. ft. on the inside surface.
 1. Regular Grade: Minimum steel yield strength of 30,000 psi
- B. Pipe end and corner post: 4" OD
- C. Pipe line post: 2 3/8"; 3.65 lbs/ft.
- D. Pipe Rail and Braces, 1.660 in. OD (42.2 mm) 2.27 lbs/ft.

2.03 FITTINGS

- A. Post caps: ATSM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide on cap for each post. "C" shaped line post without top rail do not require post caps. When top rail is specified provide line post loop tops to secure top rail.
- B. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- C. Top rail sleeves: 7" (178mm) galvanized steel sleeve per ASTM F626.
- D. Wire ties: 9 gauge (0.148") (3.76mm) galvanized steel wire for attachment of fabric to line posts and rails. Pre-formed hog ring ties to be 9 gauge (0.148) (3.76mm) galvanized steel or aluminum for attachment of fabric to tension wire. Tie wire and hog rings per ASTM F626.
- E. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge (0.105") (2.67mm) pressed steel by 3/4" (19mm) formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" (7.94mm) galvanized carriage bolt and nut.
- F. Tension (stretcher) bars: Galvanized steel one piece length equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-

section of 3/16" x 3/4" (4.76mm x 19mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.

- G. Truss rod assembly: Galvanized steel minimum 5/16" (7.9mm) diameter truss rod with pressed steel tightener, in accordance with ASTM F626.
- H. Carriage bolts and nuts: Galvanized of commercial quality.

2.04 TENSION WIRE

- A. General: Provide horizontal tension wire along bottom of fence fabric.
- B. Tension Wire: ASTM A824 Type II, zinc coated (galvanized) steel wire, 7 gauge, (0.177") (4.50 mm) diameter wire having a tensile strength of 75,000 psi (517 MPa).
 - 1. Class 5 2.00 oz/sq ft. (610 g/sq m)

2.05 CHAIN LINK SWING GATE

- A. Swing gates. Fabricate chain link swing gates in accordance with ASTM F900. Gate frame to be of welded construction. Weld areas to be protected with zinc-rich paint per ASTM A780. The gate frame members are to be spaced no greater than 8'0" (2.4 m) apart horizontally or vertically. Exterior members to be 1.900" (48.3 mm) OD pipe, interior members when required shall be 1.660" (42.2 mm) OD pipe. Pipe to be Grade 1 ASTM F1083 per section 2.03. Chain link fabric to match specification of fence system. Fabric to be stretched tightly and secured to vertical outer frame members using tension bar and tension bands spaced 12" (304.8 mm) on center and tied to the horizontal and interior members 12" (304.8 mm) on center using 9 gauge galvanized steel ties per section 2.03.
- B. Hinges, hot dip galvanized pressed steel or malleable iron, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 degrees (3.14 rad)
- C. Latch: Galvanized forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- D. Gate posts: Grade 1 pipe ASTM F1083

	Gate Leaf width	Outside Diameter
Up to 4 ft.	(1.2 m)	2.375 in. (60.3 mm)
Over 4ft. to 10ft.	(1.2 to 3.05m)	2.875 in (73.0 mm)

2.07 POST SETTING MATERIAL

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Do not begin installation until after pavement work has been completed.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected

3.02 CHAIN LINK FRAMEWORK INSTALLATION

- A. Install chain link fence system in accordance with ASTM F567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.
- C. Space line posts uniformly 8' (2438 mm) on center.
- D. Concrete set posts: Excavate holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Post will be set in a 12" wide by 18" deep curb surrounding the entire court. Protect above ground portion of posts from concrete splatter.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal brace and truss assembly at mid-height or above for fences 6' (1829 mm) and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting turnbuckle.
- H. Tension wire: Install tension wires so that it will be located 4" up from bottom of fabric. If top rail is not specified, install the tension wire so that it will be located 4" down from the top of the fabric. Stretch and install tension wire before installing the chain link fabric and attach it to each post using wire ties.
- I. Top rail: Install in lengths of 21'. Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- J. Bottom Rails: Install bottom rails between posts and attach to post using rail end or line rail clamps.

3.03 CHAIN LINK FABRIC INSTALLATION

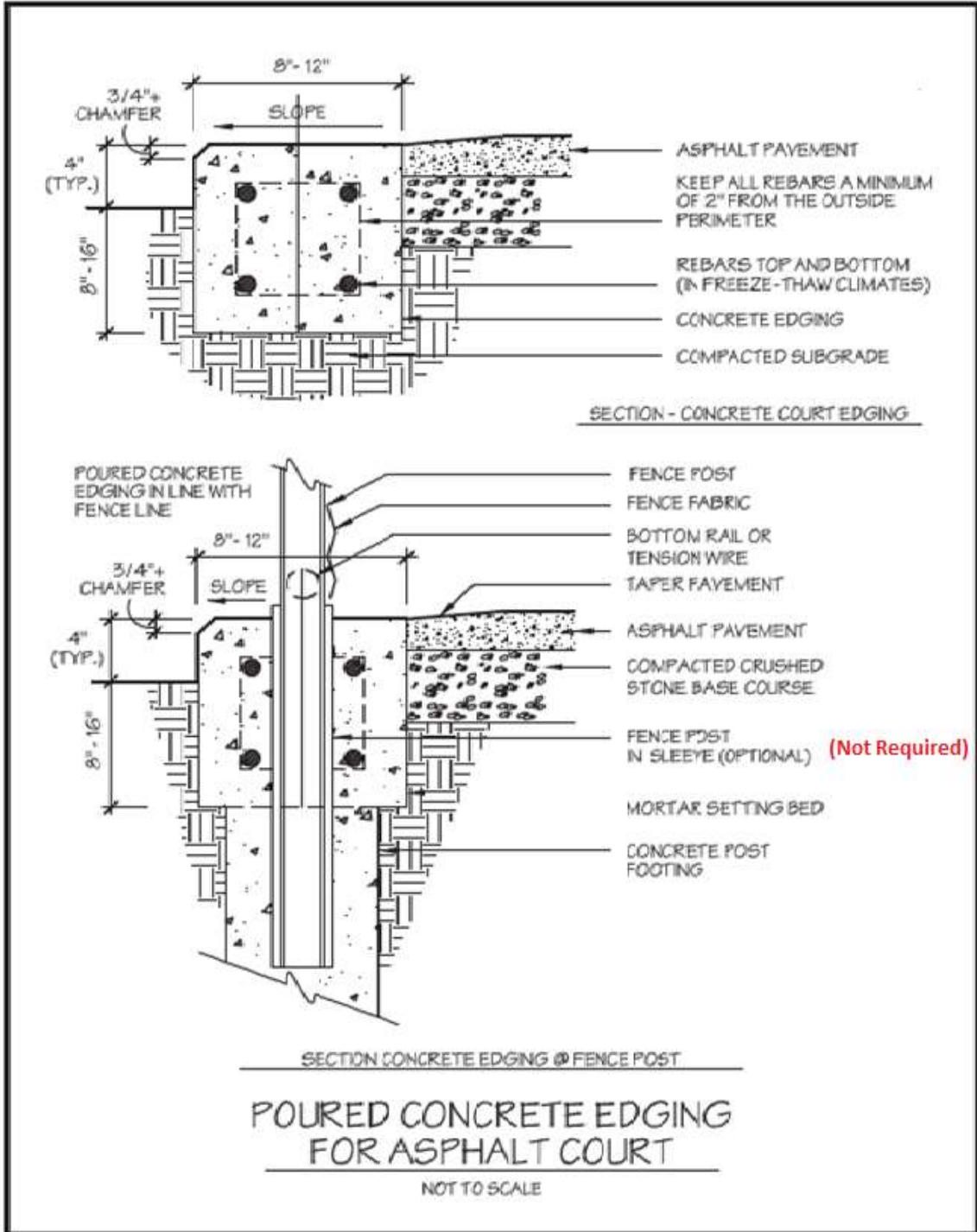
- A. Fabric: Install fabric on inside (facing court) of enclosing framework. Leave 1" between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" on center and attach so that fabric remains in tension after pulling force is released.
- B. Secure fabric using wire ties to line posts at 12" on center and to rails and braces 24" on center, and to the tension wire using hog rings 24" on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

3.04 CHAIN LINK GATE INSTALLATION

- A. Swing gates: Installation of swing gates and gate posts shall be per ASTM F567. Direction of swing shall be as shown on drawings. Gates shall be hung plumb in the closed position with minimal space from grade to bottom of gate leaf.

3.06 SITE CLEAN UP

- A. Clean up area adjacent to fence line from debris and unused material created by fence installation.



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DRAWINGS ARE ILLUSTRATIVE ONLY AND ASBA AND USTA ACCEPT NO RESPONSIBILITY FOR THEIR USE.

Bid Form

PORTAL TENNIS COURTS FENCE & CURBING PROJECT

1. Bid Price for Material Cost: \$ _____
Bid Price for Labor Cost: \$ _____
Shipping Cost (if any): \$ _____
Grand Total for Complete Job: \$ _____

GRAND TOTAL IN WORDS: _____

2. Does your bid meet all of our specifications including terms & conditions? (If your answer is no, note exceptions on the EXCEPTIONS TO SPECIFICATIONS SHEET)

Yes _____ No _____

3. Estimated number of days needed before actual work begins? _____

4. Estimated number of days needed to complete project? _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

REFERENCES SHEET

1. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

2. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

3. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

**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:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

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 **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 9, 2021 @ 3:20pm**, but may not be withdrawn after such date and time for a period of **60** 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.

VENDOR:

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.

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

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. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 3 – Certificate of Insurance
- 2. Page 14 – Exceptions to Specifications Sheet
- 3. Page 15 – Bid Form
- 4. Page 16 – References Sheet
- 5. Page 17 – Non Collusion Affidavit
- 6. Page 18 – Vendor Declaration
- 7. Page 19 – Contractor Affidavit

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract - Example

AGREEMENT

This Agreement is 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; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A.
- B.
- C.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence no later than 5 days of the County’s issuance of a notice to proceed and shall be completed no later than 20 calendar days thereafter. Time is of the essence of this contract.
3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$ _____.
4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of 0 %, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction 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.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. 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. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

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. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents 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 permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

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 the form of a written change order to the contract executed by both the County and the Contractor. 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 which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. 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.

16. Insurance. 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, 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.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. 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.

23. 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 this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party’s facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
115 N Main Street
Statesboro, GA 3045
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement 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 Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

26. Assignment. This Agreement 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 Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement 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 Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement 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 Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

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

CONTRACTOR

BULLOCH COUNTY

By: _____

By: _____

County Manager

Title: _____

Attest: _____

Attest: _____

County Clerk

Title: _____