

Invitation to Bid

Bid Control Number FY#1611-02



Construction of Parkway Boulevard Extension

Oconee County Board of Commissioners

Public Works Department

Issue Date: October 29, 2015

Pre-Bid Meeting: Thursday, November 19, 2015; 10:00 a.m.

Questions Deadline: Thursday, November 25, 2015; 5:00 p. m.

Bid Opening Date/Time: Thursday, December 3; 2:00 p. m.

**Place: Commission Chambers, Oconee County Courthouse
23 N. Main Street, STE 205
Watkinsville, Georgia 30677**

October 29, 2015
Oconee County Board of Commissioners
23 N Main Street
Watkinsville, GA 30677
Invitation to Bid (ITB) #FY1611-02

Construction of Parkway Boulevard Extension

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Suite 206, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 p.m. on Thursday, December 3, 2015** for the construction of the Parkway Boulevard Extension. Please see the ITB construction plans for full specifications. Specifications and bid forms can be obtained from the Office of the Purchasing Officer or the Oconee County Website at www.oconeecounty.com.

A bid bond of 5% and a Consent of Surety form from a surety company licensed to do business in the State of Georgia is required with the bid. A performance bond of 100% and a payment bond of 110% will be required upon notice of award. Construction materials and methods of construction shall be in conformance with GDOT standards and specifications. Bidders must be pre-qualified with the GDOT. All submitted bids will need a construction schedule.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. A mandatory pre-bid meeting will be held at **10:00 a.m. on Thursday, November 19, 2015** at the above referenced address, Suite 205 with an opportunity to walk the site immediately afterwards. All interested parties are required to attend this meeting. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bidding document. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory. Minutes of the meeting will be published as an addendum and posted on the Oconee County Website.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **5:00 p.m. on Thursday, November 25, 2015**.

OCBOC reserves the right to reject any and all bid responses and to waive any irregularities and informalities in procedure.

Oconee County Board of Commissioners

By

Honorable G. Melvin Davis, Chairman

Section I-General Overview

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**Oconee County Board of Commissioners
 Invitation for Bid#FY1611-02
 Construction of Parkway Boulevard Extension**

SECTION I – GENERAL OVERVIEW

A. PURPOSE

Oconee County Board of Commissioners is issuing this Invitation for Bid (ITB) for all interested and qualified Contractors who specialize in the construction of new roads. The successful contractor shall provide all equipment, materials, and labor for the construction of the Parkway Boulevard Extension project. **Technical Specifications are located in the plans (attachment “A”). General Specifications and Bid Schedule is located under Section II.**

B. INFORMATION TO VENDORS

1. ITB TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Released	October 29, 2015
Mandatory Pre-bid Meeting	November 19, 2015; 10:00 AM EST
Deadline for questions to Oconee County to kbarnett@oconee.ga.us	November 25, 2015 at 5:00 PM EST
Deadline for Addenda posted on www.oconeecounty.com under Bid Opportunities	December 1, 2015 at 2:00PM EST
Submittal deadline	December 3, 2015 at 2:00PM EST
Tentative Award Date	January/February, 2016

Chart 1

2. BID SUBMISSION

- a) The County will require a complete set of signed documents, both digital and hard copy, for the county’s permanent record, as follows: One (1) unbound original, one (1) copy and one (1) digital copy. Bid must be received by **Thursday, December 3, 2015 AT 2:00 PM, EASTERN STANDARD TIME (ETA)**. Bids must be submitted in a **sealed envelope** stating on the outside, the Contractor’s name, address, Bid #FY1611-02 Construction of Parkway Boulevard Extension to:

Oconee County Board of Commissioners
 Attention: Purchasing Officer
 23 N. Main Street, Suite 206
 Watkinsville, GA 30677

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit www.oconeecounty.com.

- b) **Directions to Oconee County Courthouse from I-85:** Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.
- c) Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **Thursday, December 3, 2015 AT 2:00 PM, EASTERN STANDARD TIME (ETA)**, at which time they will be publicly opened and read aloud in the Commission Chambers of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Office or by accessing the County's Website at www.oconeecounty.com . Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- d) Should an Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the ITB that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.
- e) Each Bid Submittal shall contain the following documents in completed form (County forms must be used without substitution):

Bidders Check List (Attachment "B") to include:

- 1) W-9
- 2) E-Verify
- 3) Bidder's Affidavit
- 4) Statement of Qualifications
- 5) Non-Collusion Affidavit

- **NOTE:** By submitting a Bid, the applicant represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the bidder has not directly or indirectly induced or solicited any other contractors to put in a sham bid, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.
- By submitting a bid, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise there from.

6) References

- 7) List of Sub-Contractors
- 8) Drug-Free Workplace Certificate
- 9) Current Copy of COI

➤ **NOTE:** Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

- f) Applicants should submit one (1) unbound original and one (1) copy of Bid Documents to include all documents listed in item “e”, Bidder’s Check List.
- g) More than one Bid received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one Bid for same work will cause the County to reject all Bids from Bidder.
- h) If the County believes collusion exists among Bidders, bids from participants in collusion will not be considered.
- i) Conditions, limitations, or provisions attached by the Bidders to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bids will be considered irregular.

3. **VENDOR REGISTRATION AND BID NOTIFICATION**

Applicants are encouraged to sign up for Oconee County's new registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- Please visit our website at www.oconeecounty.com
- Hover over “Departments”
- Select Finance Office
- On left side of the webpage click on Vendor Re-Registration
- Complete your registration by following the instructions provided

For assistance, please call (865) 777-4337

4. **SUBCONTRACTORS**

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

5. **BID REQUIREMENTS**

a) **Applicant Qualifications**

- 1) The submittal shall include a completed Statement of Qualifications as attached herein.

- 2) Oconee County may make any investigations deemed necessary to determine Applicant's ability to perform the Work, and Applicant shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Applicant that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.
- 3) If Applicant does not have offices in the State of Georgia, such Applicant shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

b) Examination of Bid Documents and Site

- 1) Before submitting a bid, each Applicant shall:
 - Examine the Bid Document Package thoroughly.
 - Become familiar with local conditions affecting cost or Work progress or performance.
 - Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
 - Study and carefully correlate Bidder's observations with the Bid Document Package.
 - Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- 2) On request, the County may provide each Bidder access to the site(s) to conduct investigations that Bidder deems necessary in order to submit bid.
- 3) Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this "Article 'b)', Examination of Bid Documents", and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

c) Copies of Bid Documents

- 1) The ITB Document Package includes the Bid documents described in the Technical Specifications (Attachment "A" – Plans), Forms (Attachment "B") Oconee County Documents (Exhibit I) and all provisions of Sections I, II, and III.
- 2) Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.
- 3) The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.

4) Any part of the ITB Documents may be modified by Addenda.

6. **CONTACT PERSON**

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

Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Officer named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

7. **SIGNATURE REQUIRED:**

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.

8. **QUESTIONS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening, unless otherwise specified, in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Office will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Procurement Officer prior to bid submittal or checking the county website at www.oconecounty.com prior to bid submittal.

9. **ADDENDA and INTERPRETATIONS**

- a. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
- b. *Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.*

- c. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- d. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

10. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered.

Modifications to bid submittals received after the due date will not be considered. Oconee County Government assumes no responsibility for the premature opening of Bids not properly addressed and identified, and/or delivered to the proper designation.

11. REJECTION OF PROPOSALS/CANCELLATION

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

12. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the ITB to the Oconee County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Contractor(s).

13. REQUIRED DOCUMENTS AFTER AWARD

- a) Occupational Tax License - Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.
- b) Certificate of Insurance - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County
- c) Performance and Payment Bonds
- d) Sub-Contractor's E-Verify Affidavits, if applicable

C. INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

- a) Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
- b) Bid Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid.
- c) Contractor: The party in a contract responsible for performing the service defined in the contract.
- d) Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.

- e) Qualified Vendor: One who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

2. AWARD OF PRICE AGREEMENT/CONTRACT

- a) To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the Bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.
- b) Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Bids or award Bids based upon anything other than the County's sole discretion as described herein.
- c) The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
- d) The County may conduct investigations deemed necessary to assist in evaluating Bids and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Bids from any Applicant not passing evaluation.
- e) The County will award the project at the County's Discretion

3. ERROR IN COST SHEET

In case of error in the extension of prices in the cost sheet, the unit price will govern. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

4. BOND REQUIREMENTS

Bid Bond and Payment and Performance Bonds are required.

5. PATENT INDEMNITY

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

6. COMPLIANCE WITH LAWS AND ELIGIBILITY

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity of any business organization for which such applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

7. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

8. QUALITY

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

9. GUARANTEE

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

10. LOCAL BUSINESS INITIATIVE

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

11. RULE FOR AWARD

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

12. ANTI-DISCRIMINATION

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their bids, all bidders certify to Oconee County that they will conform to the provisions of the Federal Civil Rights Act of 1964. In every contract of over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

13. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractors submitting a Bid package in response to this ITB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.

C. Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

14. PLEASE SEND ALL INVOICES TO:

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

Proposals shall be mailed or delivered to:

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

END OF INSTRUCTIONS TO BIDDERS

Section II-Specifications and Bid Schedule

Bid Control Number FY#1611-02



Construction of Parkway Boulevard Extension

Oconee County Board of Commissioners

Public Works Department

Issue Date: October 29, 2015

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**Place: Commission Chambers, Oconee County Courthouse
23 N. Main Street, STE 205
Watkinsville, Georgia 30677**

Oconee County Board of Commissioners
Invitation for Bid#FY1611-02
Parkway Boulevard Extension

SECTION II – This section consists of Specifications and a Bid Schedule

A. SPECIFICATIONS FOR THE PARKWAY BOULEVARD EXTENSION PROGRAM – Total Proposed Right of Way Acreage is Approximately 8.38 acres. Total Disturbed Acreage is 19.45 Acres. The Parkway Boulevard Extension will connect the Oconee Connector to the existing Parkway Boulevard, Oconee County, GA.

1. DESCRIPTION OF THE WORK

For the description of work, please refer to the Site Construction Plans for Parkway Boulevard Extension (Attachment "A"). Please note that the cover page of the plans contain notes and maps which include GDOT Utility Notes, Notes about Utility owners, Notes from GDOT and a Sheet Index. It is advised that these plans be reviewed in advance of the pre-bid meeting so the Architect, Mr. Abe Abouhamdan, PE, and Mr. Emil Beshara, P.E. can answer any questions you may have regarding the project.

All Work as described in the Technical Specifications is subject to the inspection of the Oconee County Public Works Department, Oconee County, Ga. It shall be the Contractor's responsibility to coordinate with the Oconee County Public Works Department for inspection services. All work shall meet or exceed the Georgia Department of Transportation's, *Standard Specifications for the Construction of Roads and Bridges*, latest edition and any amendments thereto. All traffic control shall be installed and maintained per GDOT requirements.

2. SCHEDULE

This is a Public Works Road Construction Project, estimated to begin within three (3) months and be completed within twelve (12) months.

3. EXECUTION

During the execution of this project, the Contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County. The Contractor shall provide all necessary signage and traffic control devices.

4. TRAFFIC CONTROL (If Needed)

a) SCOPE

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

Construction traffic control devices and their installation shall be in accordance with the current Georgia "Manual of

Uniform Traffic Control Devices for Streets and Highways”.

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

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

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

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

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

5. **CONTACTS**

The Oconee County Public Works Director, Mr. Emil Beshara, P.E., will be the Project Manager and contact after award. Please contact Ms. Karen Barnett, Procurement Officer, via email at kbarnett@oconee.ga.us if you have any questions about this project during the solicitation process.

(End of Specifications)

**OCONEE COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
BID RESPONSE SCHEDULE
PARKWAY BOULEVARD EXTENSION
BID CONTROL NUMBER FY1611-02**

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

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

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

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

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

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

INDICATE LEGAL FORM OF BIDDER:

Corporation _____ Partnership _____ Individual _____ Other (specify) _____

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

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SCOPE OF WORK AND BID INVITATION ISSUED BY OCONEE COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED ON THE ATTACHED COPY OF THE SOLICITATION. PLEASE DO A SEPARATE BID SHEET FOR AN ALTERNATE BID:

Lump Sum Price\$ _____

WRITTEN PRICE _____

(Firm/Company-*PRINTED*) (Address)

(Contractor/Bidder, Title-*PRINTED*) (Email)

(Signature/Date) (Phone/Fax)

Section III-General Terms and Conditions

Bid Control Number FY#1611-02



Construction of Parkway Boulevard Extension

Oconee County Board of Commissioners

Public Works Department

Issue Date: October 29, 2015

Pre-Bid Meeting: Thursday, November 19, 2015; 10:00 a.m.

Questions Deadline: Thursday, November 25, 2015; 5:00 p. m.

Bid Opening Date/Time: Thursday, December 3; 2:00 p. m.

**Place: Commission Chambers, Oconee County Courthouse
23 N. Main Street, STE 205
Watkinsville, Georgia 30677**

Oconee County Board of Commissioners
Invitation for Bid#FY1611-02
Construction of Parkway Boulevard Extension

SECTION III – GENERAL TERMS AND CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Plans and Specifications shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. DEFINITIONS

- a) 'Alternate bids' means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
- b) 'Base bid' or 'base proposal' means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
- c) 'Bid bond' means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
- d) 'Change order' means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
- e) 'Competitive sealed bidding' means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
- f) 'Competitive sealed proposals' means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
- g) 'Emergency' means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
- h) 'Governing authority' means the official or group of officials responsible for governance of a governmental entity.
- i) 'Governmental entity' means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of the state, or a public transportation agency as defined by Chapter 9 of Title 32.
- j) 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- k) 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
- l) 'Public works construction' means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- m) 'Responsible bidder' or 'responsible offeror' means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

- n) 'Responsive bidder' or 'responsive offeror' means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- o) 'Scope of project' means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
- p) 'Scope of work' means the work that is required by the contract documents.
- q) 'Sole source' means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.

3. AWARD THE CONTRACT

The local government may award the contract, reject any and all bids, re-advertise the project, perform the work in-house or abandon the project. If the contract is awarded, it must be to the lowest reliable bidder. Contracts must be approved by resolution of the board of commissioners and the resolution entered on the minutes. If the successful bidder fails to sign the contract, if one is required, or furnish the bonds, the contract may be re-advertised, performed in-house or abandoned.

If no contract is awarded within 30 days of the bid opening, then all bids must be rejected and all proposal guaranties shall be returned unless otherwise agreed, in writing, by the lowest reliable bidder and the Owner.

4. MATERIALS, SERVICES AND FACILITIES

a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

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

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

5. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims or encumbrances.

6. INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. The decision of the County Engineer upon any question connected with the execution of the work under this contract and interpretation of the specifications or upon failure or delay of the work by the contractor shall be final and conclusive.

7. SURVEY, PERMITS AND REGULATIONS

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

licenses and approvals necessary for the execution of his contract.

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

8. CHANGES IN WORK

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

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

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

9. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$200.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

10. CORRECTION OF WORK

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

b) Attention is called to the methods of construction and special equipment (paver and compaction) required for work in and adjacent to roadside gutters.

11. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate.

12. ACCEPTANCE OF PROGRESS PAYMENTS AND FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. A Contractor's Conditional Claim Waiver and Release Upon Progress Payment and Contractor's Final, Unconditional Claim of Waiver and Release Upon Final Payment forms are included in the Bid Documents under Attachment "C" – Forms.

13. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

a) Contractors and Subcontractors Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

b) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

e) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability.

d) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

See Exhibit I for Oconee County Insurance Requirements

14. TIME and SCHEDULE of WORK

The work shall be commenced within ten (10) calendar days of the Notice to Proceed. For additional work, the contractor shall commence work within fourteen (14) calendar days of request and proceed without undue delay until work is completed.

Immediately following award of the contract, the successful bidder will be required to submit a construction schedule to the County, demonstrating the bidders' ability to commence and proceed in a timely manner and to enable the County to provide timely public notification of Parkway Boulevard Extension activities.

15. BID BONDS, PERFORMANCE AND PAYMENT BONDS

If required in the Invitation to Bid, each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Contract, a Performance Bond for one hundred percent (100%) and Payment Bond for one hundred ten percent (110%) of the Total Contract Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued.

16. EQUAL OPPORTUNITY CLAUSE

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency

or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

17. TRADE SECRETS & CONFIDENTIAL INFORMATION

If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information that is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

18. OPEN RECORDS LAW

Prior to the final award of a road construction contract, certain records involved in the procurement of a road construction contract are not subject to disclosure under Georgia's Open Records Law. These records that do not have to be released include the engineers' cost estimate either prepared or received by a local government for the project, as well as any rejected or deferred bid proposal. However, once the final award is made, these documents become open records and shall be made available to any party requesting them.

19. SEVERABILITY

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

20. APPLICABLE LAWS/FORUM

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

21. NOTICES

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

TO CONTRACTOR:

TO COUNTY:

TBD

Oconee County Finance Department
Division of Procurement
23 N. Main Street, Suite 206
Post Office Box 1527
Watkinsville, Georgia 30677

22. **PROCEDURES**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

23. **DELAYS**

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

24. **OCCUPATIONAL TAX LICENSE REQUIREMENT**

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

25. **E-VERIFY**

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

Affidavit of Contractor Must Accompany Bid

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

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

Affidavit Requirement Must be Included in the Agreement

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

Subcontractor Affidavits

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

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to this chapter, provide a public employer with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor. Such notice shall be provided within five business days of entering into a contract or

agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

26. SUBSTITUTIONS

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

27. WORKMANSHIP

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

28. CLEANING UP

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

29. EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

30. PROGRESS PAYMENTS AND RETAINAGE

Monthly progress payments shall be made, based upon the value of work completed plus the value of materials and equipment stored, insured, and protected at the construction site or off site, less retainage. Until 50% of the value of the contract (including change orders and additions) is complete and the manner of completion and progress is acceptable to the architect, engineer or other County representative, up to 10% of each progress payment may be retained by the Owner. After the contract is 50% complete, the Owner shall not retain any portion of the progress payments. Retention may occur, however, if the Owner's architect, engineer or other authorized County representative determines that the work is unsatisfactory or behind schedule.

After reasonably satisfactory and substantial completion of the work, the Owner shall pay the retainage to the contractor within 30 days of invoice and other necessary documentation. However, the Owner may withhold 200% of the value of any minor items not completed.

31. AGREEMENT DISPUTES

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

32. **ASSIGNMENT OF CONTRACT**

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

(END OF GENERAL TERMS & CONDITIONS)