

# **Exhibit I**

**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**

## **EXHIBIT I**

### **Oconee County Documents**

- Insurance Requirements
- Addenda Acknowledgement Form
- Contractor's Conditional Claim Waiver and release Upon Progress Payment
- Contractor's Final, Unconditional Claim Waiver and Release Upon Final Payment
- Bid Bond
- Performance and Payment Bond

## **OCONEE COUNTY STANDARD INSURANCE REQUIREMENTS**

### **Standard Insurance Limits for Goods and Ancillary Services**

1. **Statutory Workers' Compensation Insurance: Statutory Limits-Required in all contracts!**
  2. **Employers Liability:**
    - Bodily Injury by Accident - \$100,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$100,000 each employee
  3. **Commercial General Liability Insurance:**
    - Each Occurrence Limit - \$1,000,000
    - Personal & Advertising Injury Limit - \$1,000,000
    - General Aggregate Limit - \$2,000,000
    - Products/Completed Ops. Aggregate Limit - \$2,000,000
  4. **Auto Liability Insurance**
    - Combined Single Limit - \$1,000,000
  5. **Professional Liability Insurance** - \$1,000,000 limit of liability, if applicable
  6. **Umbrella Liability Insurance** - \$1,000,000 limit of liability, if applicable
- To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- (a) The following additional coverage must apply
- \* Additional Insured Endorsement
  - \* Concurrency of Effective Dates with Primary
  - \* Blanket Contractual Liability
  - \* Drop Down Feature
  - \* Care, Custody, and Control - Follow Form Primary
  - \* Aggregates: Apply Where Applicable in Primary
  - \* Umbrella Policy must be as broad as the primary policy
7. Oconee County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, Professional Liability and Umbrella Liability policies.
  8. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
  9. Certificate Holder should read:  
Oconee County Board of Commissioners  
23 N. Main Street  
Watkinsville, GA 30677
  10. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-4 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-4 or better.

11. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
12. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
13. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
14. All insurance coverage required of the Contractor will be primary over any insurance program carried by the County.
15. Contractor shall incorporate a copy of these 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.
16. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County. **The Accord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
17. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
18. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
19. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
20. 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.
21. 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.
22. The Contractor shall at a minimum, apply risk management practices accepted by the contractors' industry.

**Surety Bonds (If Required)**

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.



ITB #FY1611-02

**CONSTRUCTION OF PARKWAY BOULEVARD EXTENSION  
Addenda Acknowledgement**

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

Addendum No. \_\_\_\_\_/Date \_\_\_\_\_

Addendum No. \_\_\_\_\_/Date \_\_\_\_\_

Addendum No. \_\_\_\_\_/Date \_\_\_\_\_

Addendum No. \_\_\_\_\_/Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

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

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

## Contractor's Conditional Claim Waiver And Release Upon Progress Payment

STATE OF GEORGIA  
COUNTY OF OCONEE

The undersigned, \_\_\_\_\_ ("Contractor"), has been engaged under contract with Oconee County Board of Commissioners ("Owner") to furnish certain materials, equipment, services, and/or labor for the construction of Parkway Boulevard Extension ("Project"), together with all improvements and appurtenances attendant thereto, which is located in Watkinsville, Oconee County, State of Georgia.

Upon receipt of the sum of \$ \_\_\_\_\_, the Contractor waives and releases any and all claims, demands, actions, causes of action or other rights against Owner through the date of \_\_\_\_\_, \_\_\_\_\_ ("Current Date") and reserves only those rights that the Contractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows:

(If no exception or "none" is entered above, undersigned shall be deemed not to have reserved any claim except those rights it may have in retained amounts.)

Contractor affirms, warrants, and represents that Contractor has paid in full all laborers, materialmen, mechanics, manufacturers, suppliers, and subcontractors for all work performed and who have furnished services, labor, equipment, or materials, or any one of these items to the Contractor, for use at the Project through and including \_\_\_\_\_, \_\_\_\_\_ (date of Contractor's last prior Application for Payment), and that the Contractor is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as listed below:

(If no persons or entities listed or "none" is entered above, undersigned shall be deemed to have represented that it is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of the Project.)

Contractor further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Contractor's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against Owner, Contractor, the Project, and all property, real and personal, related to the Project other than those exceptions listed above.

This Waiver and Release is freely and voluntarily given, and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Contractor agrees to indemnify, hold harmless and defend Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including all attorneys' fees, and the fees of consultants, experts and other professionals, arising out of any claims or demands made by any of its employees, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project through the Current Date other than those exceptions listed above.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, including any obligations of the undersigned to the Owner.

**FOR CONTRACTOR:**

Applicable to Application for Payment No(s) \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Contractor and that this document was signed under oath personally and on behalf of the Contractor.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Contractor's Final, Unconditional Claim Waiver And Release Upon  
Final Payment**

STATE OF GEORGIA  
COUNTY OF OCONEE

The undersigned, \_\_\_\_\_ ("Contractor"), has been engaged under contract with Oconee County Board of Commissioners ("Owner") to furnish certain materials, equipment, services, and/or labor for the construction of Parkway Boulevard Extension ("Project"), together with all improvements and appurtenances attendant thereto, which is located in Watkinsville, Oconee County, State of Georgia.

Contractor represents that it has been paid in full for all labor, services, equipment and material furnished to the Project, and Contractor hereby waives and releases any and all claims, demands, actions, causes of action or other rights against Owner, at law, in contract, tort, equity or otherwise, which Contractor has, may have had or may have in the future arising out of Contractor's performance of work on the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, inefficiencies, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Contractor at the time of execution of this Waiver and Release.

The Contractor further represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Employees, laborers, materialmen and subcontractors employed by the Contractor;
- Labor, materials, equipment and supplies furnished by others to the Contractor; and
- Sales and use taxes, social security taxes, income tax withholding, unemployment insurance, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

This Waiver and Release is freely and voluntarily given, and the Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release and that it is fully informed with respect to the legal effect of this Waiver and Release. The Contractor understands, agrees and acknowledges that, upon the execution of this document, this document waives rights unconditionally and is fully enforceable to extinguish all claims of the Contractor. Contractor agrees to indemnify, hold harmless and defend Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including all attorneys' fees, and the fees of consultants, experts and other professionals, arising out of any claims or demands made by any of its employers, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project.

**FOR CONTRACTOR:**

Applicable to Application for Payment Nos.   All  

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Contractor and that this document was signed under oath personally and on behalf of the Contractor.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS THAT WE** \_\_\_\_\_ *[Insert contractor's name]*,  
as Principal, hereinafter called the Principal, and (Surety) \_\_\_\_\_ a corporation duly organized under  
the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, and held and firmly  
bound unto

\_\_\_\_\_ County  
\_\_\_\_\_ *[Insert address]*

as Obligee, hereinafter called Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent  
( \_\_\_\_\_ %) of the amount bid, whichever is less, for the payment of which sum well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for:

*[Insert name, address and description of project.]*

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid and give such bonds or bond as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance  
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said  
bid and such larger amount for which the Obligee may in good faith contract with another party to perform  
the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Principal)

By:

(Witness) (Title)

(Source: Robert L. Crewdson, Alston & Bird LLP, Atlanta, Georgia (404) 881-7291)



## PERFORMANCE BOND

Bond No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS,** that \_\_\_\_\_ (hereinafter "Principal") and \_\_\_\_\_, incorporated in the state of \_\_\_\_\_ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS,** Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the Parkway Boulevard Extension (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the above bounden Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, obligations and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, obligations and agreements of any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**PRINCIPAL:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Principal's Address)

Witness:

\_\_\_\_\_  
Or Secretary's Attest  
[SEAL]

**SURETY:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Surety's Address)

Witness:

\_\_\_\_\_  
Or Secretary's Attest  
[SEAL]

[Attach Power of Attorney executed by  
attorney-in-fact on behalf of Surety]

## PAYMENT BOND

Bond No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS,** that \_\_\_\_\_ (hereinafter "Principal") and \_\_\_\_\_, incorporated in the state of \_\_\_\_\_ and duly authorized to do business in the State of Georgia, (hereinafter "Surety"), are held and firmly bound unto Oconee County Board of Commissioners (hereinafter "Obligee"), and their representatives, successors and assigns, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS,** Principal has been awarded a contract with Oconee County Board of Commissioners for the project known as the Parkway Boulevard Extension (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, and any and all modifications of said Contract that may be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and all attorneys' fees and fees of consultants, experts and other professionals, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the Contract or in the work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The Principal and the Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entities bringing any such action.

This Bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* known as the Georgia Local Government Public Works Construction Law and this Bond shall be interpreted in accordance with such law.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**PRINCIPAL:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_ (Principal's Address)

\_\_\_\_\_  
Or Secretary's Attest  
[SEAL]

**SURETY:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_ (Surety's Address)

\_\_\_\_\_  
Or Secretary's Attest  
[SEAL]

[Attach Power of Attorney executed by  
attorney-in-fact on behalf of Surety]