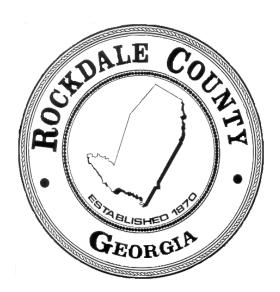
ROCKDALE COUNTY, GEORGIA

March 30, 2022

PARKING LOT CONSTRUCTION FOR VARIOUS ROCKDALE COUNTY FACILITIES

No. 22-10



ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7552

INTRODUCTION:

This is an Invitation to Bid (ITB) for the purchase of <u>Parking Lot Construction for Various Facilities</u> in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Convers, GA 30012

Phone: (770) 278-7557, Fax (770) 278-8910 E-mail: meagan.porch@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

Three (3) hard copies, one (1) original hard copy, and one (1) Flash Drive in Adobe PDF format will be required for review purposes. (Original must be clearly marked "Original" and the Copies clearly marked "Copies."). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

The Contract Term TBD.

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, April 21, 2022**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

There will not be a Pre-Bid Conference for this Bid; however, we do encourage that you visit the sites listed on page 11 before submitting a Bid.

QUESTIONS AND CLARIFICATIONS:

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than 2:00 p.m., local time, on Thursday, April 14, 2022. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

QUALIFICATIONS OF OFFERORS:

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

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

Bidders are to submit at least **three (3) three references** from projects with similar experience using the materials and process in this Invitation to Bid.

SILIENCE OF SPECIFICATIONS

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

OPTION TO AUDIT

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

TORT IMMUNITY:

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

PROPRIETARY INFORMATION:

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

AWARD OF CONTRACT:

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

QUANTITIES:

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

SELECTION PROCESS:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

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

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages: Limits of Liability:

Workers' Compensation Statutory Employers' Liability \$1,000,000.00

Bodily Injury Liability \$1,000,000.00 each occurrence

except Automobile \$1,000,000.00 aggregate

Property Damage Liability \$1,000,000.00 each occurrence

except Automobile \$1,000,000.00 aggregate

Personal & Advertising Injury Limit \$1,000,000.00

Products / Completed Ops. \$2,000,000.00 aggregate
Automobile Bodily Injury \$1,000,000.00 each person
Liability \$1,000,000.00 each occurrence

Automobile Property Damage \$1,000,000.00 each occurrence

Liability

General Liability \$1,000,000.00

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

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia 958 Milstead Avenue Conyers, GA 30012

BONDS:

Rockdale County shall request the following for bids/proposals in excess of Fifty Thousand Dollars (\$50,000.00).

BID BOND

Each bid shall include a bid bond in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall <u>not withdraw</u> the bid for 120 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with Rockdale County in accordance with the bid.

PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or subsubcontractor. Format for this affidavit can be provided to the contractor if necessary.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.

The Local Vendor Preference Policy: will apply to this ITB.

LIQUIDATED DAMAGES

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

PIGGYBACKING

Rockdale County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

GENERAL INFORMATION:

RECEIPT OF BID:

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

- 1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
- 2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
- 3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
- 4. The following ITB# <u>22-10</u> must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
- 5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
- 6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
- 7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
- 8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
- 9. Telephone, Emailed or Facsimile bids will not be accepted.
- 10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

Federal I.D. #58-6000882 Sales Tax Exempt #58-800068K

- 11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
- 12. If applicable, warranty information shall be provided.
- 13. Bidders shall state delivery time after receiving order.
- 14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

New Construction and Reclamation of Asphalt Parking Lots for Various Rockdale County Projects

Bid Specifications:

The specifications are as follows and on the attached plans.

General:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

Technical:

1) Overview:

Rockdale County is seeking sealed bids for construction of parking lots at various county locations to consist of new parking construction and existing full reclamation of existing lots. A general description follows with construction plans included with this bid. Contractor is expected to follow industry best management practices and to bridge any minor omissions or discrepancies in plans and specifications.

2) Scope of Work:

- a) There are 5 distinct parking lots as indicated below and shown graphically on the attached drawings:
 - i) RCSO Interior Driveway 911 Chambers Dr NW, Conyers, GA 30012
 - ii) Costley Mill Overflow Lot 2599 Salem Church Rd NE, Conyers, GA 30013
 - iii) Costley Mill Beach Lot 2599 Salem Church Rd NE, Conyers, GA 30013
 - iv) Johnson Park Lot 1781 Ebenezer Rd SW, Conyers, GA 30094
 - 1) Upper Lot from entrance on Ebenezer Rd down to "Match Line A" on plans
 - 2) Lower Lot from "Match Line A" on plans to "Match Line B"
 - 3) Staff Lot from "Match Line B" to rear terminus
 - v) <u>CE Steele Lot</u> 1040 Oakland Ave SE, Conyers, GA 30012
- b) Rockdale desires to pave all five (5) lots but may award one or more areas in accordance with budgeting restraints.
- c) Contractor is asked to provide a discount cost if all five (5) areas are awarded together. See item number six (6) on the Bid Form.
- d) Contractor shall provide all elements of the parking lots on plans including clearing and grading, erosion control, storm water items, traffic control, asphalt, concrete, curbing, landscaping, irrigation and lighting conduits, sidewalks, striping, signage, fencing, utilities, and any other item shown on the plans.
- e) CXT modular restroom building shown on Costley Overflow Lot plans shall be supplied and installed by county. Contractor shall prep for installation by providing 6" GAB pad and all utilities stubbed up and capped in pad.

- f) In addition to the five (5) lots above, the county has other parking lots that may require maintenance on an as needed basis. As such the contractor is also asked to provide a unit cost for the following:
 - i) Sealcoat provide a square foot price for applying either a coal tar emulsion sealer or asphalt-based emulsion seal.
 - ii) Cracksealing provide a linear foot cost for cracksealing,
 - iii) Striping provide a linear foot cost for applying thermoplastic striping.
 - iv) Contractor to submit specifications on materials with bid.

3) Qualifications:

- a) Contractor shall have not less than 5 years' experience with reclamation and construction of paving and parking lot projects of a similar size and scope.
- b) Contractor shall provide 3 references and complete the Contractor Qualification Statement and Questionnaire.
- c) The Contract will be awarded to the lowest, most responsive, most responsible bidder.
- d) Contractor shall coordinate all work with owner including staging, vehicle and safety areas needed and owner will make the sites available per the mutually agreed upon schedule.
- e) Contractor shall provide final clean of all areas in awarded scope of work

4) Construction Material Testing

- a. County shall provide all material testing such as compaction of soil and GAB, concrete, and any others as requested by county representative.
- b. Contractor shall notify testing company in advance of need and provide time and access for testing personnel
- c. Non-conforming materials are subject to rejection by county representative

5) **Other**:

- a) Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
- b) Contractor shall warrant all labor for a period of one year.
- c) Material warranty shall be per the manufacturer.
- d) Contractor shall install conduit sleeves in parking lot as shown on diagrams.

BID FORM - ITB No. 22-10

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary
Complete the information below. If you wish to submit more than one brand, make a photocopy of this Bid Form.

1a.	Sheriff's Office Driveway – Lump Sum	\$	
1b.	Contingency – 5%	\$	
2a.	Costley Mill Overflow Lot – Lump Sum	\$	
2b.	Contingency – 5%	\$	
3a.	Costley Mill Beach Parking Lot – Lump Sum	\$	
3b.	Contingency – 5%	\$	
4a.	Johnson Park Upper Parking Lot – Lump Sum	\$	
4b.	o. Johnson Park Lower Parking Lot – Lump Sum \$		
4c.	Johnson Park Staff Parking Lot – Lump Sum		
4d.	d. Contingency – 5% (Include All Three (3) Lots Above) \$		
5a.	C.E. Steele Parking Lot – Lump Sum	\$	
5b.	Contingency – 5%	\$	
6.	Lump Sum Bid Amount (If Awarded All Bids – Discounted Total Price)	\$	
7.	Sealcoat	\$ /S	SF
8.	Crack Sealing	\$ /L	.F
9.	Thermoplastic Striping	\$ /L	.F

PART II: Addenda Acknowledgements (if applicable)

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

	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS NON-COLLUSION AFFIDAVIT OF VENDOR

State of)	
County of)	
	, being first duly sworn, deposes and says that:
(1) He/She is	(owner, partner officer, representative, or
agent) of	_, the Vendor that has submitted the attached ITB;
(2) He/She is fully informed respecting the pertinent circumstances respecting such I	ne preparation and contents of the attached ITB and of all TB;
(3) Such ITB is genuine and is not a collus	sive or sham ITB;
or parties in interest, including this affidave directly or indirectly with any other Vendor, with the Contract for which the attached ITE with such Contract, or has in any manner communication or conference with any of attached ITB or of any other Vendor, or to for the proposing price of any other Vendor,	ficers, partners, owners, agents, representatives, employees it, has in any way colluded, conspired, connived or agreed, firm or person to submit a collusive or sham ITB in connection B has been submitted or refrain from proposing in connection r, directly or indirectly, sought by agreement or collusion or ther Vendor, firm or person to fix the price or prices in the fix any overhead, profit or cost element of the proposing price or to secure through any collusion, conspiracy, connivance or at Rockdale County or any person interested in the proposed
	ed ITB are fair and proper and are not tainted by any collusion, eement on the part of the Vendor or any of its agents, arties in interest, including this affidavit.
(Signed)	
(Title)	
Subscribed and Sworn to before me this _	day of, 202
Name	
TitleMy commission expires (Date)	

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

State of)			
County of)			
		, being first	duly sworn, depos	es and says that:
(1) He/She is		(owner	, partner officer, re	presentative, or
agent) of	, the si	ub-contractor tha	at has submitted the	e attached ITB;
(2) He/She is fully informed re circumstances respecting such		ration and conter	nts of the attached l	TB and of all pertinent
(3) Such ITB is genuine and is	not a collusive or s	sham ITB;		
(4) Neither the said sub-contract parties in interest, including the indirectly with any other Vendor for which the attached ITB has any manner, directly or indirect Vendor, firm or person to fix the profit or cost element of the procedlusion, conspiracy, connivarinterested in the proposed Contract (5) The price or prices quoted conspiracy, connivance or unlar owners, employees, or parties in	is affidavit, has in or, firm or person to been submitted or rely, sought by agreed a price or prices in possing price or the nee or unlawful agreement; and	any way collude submit a collusion of submit a collusion of collusion the attached ITB are proposing price reement any adverted.	ded, conspired, contive or sham ITB in cosing in connection or communication or of any other Vere of any other Vere antage against Rock proper and are not to the contract of	anived or agreed, directly or connection with the Contract a with such Contract, or has in a or conference with any other endor, or to fix any overhead, dor, or to secure through any ekdale County or any person ot tainted by any collusion,
(Signed)				
(Title)				
Subscribed and Sworn to befor	e me this	day of	, 202_	<u>_</u> .
Name			_	
Title				

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

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

Federal Work Authorization User Identification	on Number
Date of Authorization	
Name of Contractor	
Name of Project	
Name of Public Employer	
I hereby declare under penalty of perjury that	the foregoing is true and correct.
Executed on,, 202 in(cit	y),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer	or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	
NOTARY PUBLIC My Commission Expires:	

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

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

ication Number
that the foregoing is true and correct.
_(city),(state).
ficer or Agent
ME
,202

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

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

Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Sub-Subcontractor	
Name of Project	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is true and co	rrect.
Executed on,, 202 in(city),(state).	
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF,202	
NOTARY PUBLIC	
My Commission Expires:	

Affidavit Verifying Status for County Public Benefit Application

•	n applicant for the award of a contract with Rock of natural person applying on behalf of individual	•
	ating the following as required by O.C.G.A. Sect	
1) I am a United States citize	n	
OR		
	dent 18 years of age or older or I am an otherwise gration and Nationality Act 18 years of age or old	
	oath, I understand that any person who knowingly representation in an affidavit shall be guilty of a vi	•
	Signature of Applicant:	Date
	Printed Name:	
	* Alien Registration number for non-citizens	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 202		
Notary Public My commission Expires:		
provide their registration number. Because legal 1	iens under the federal Immigration and Nationality Act, Termanent residents are included in the federal definition number. Qualified aliens that do not have an alien regis	of "alien", legal permanent

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, tha	at we, (hereinafter	
called the Principal) and	(hereinafter called the Surety), a	
corporation chartered and existing under the laws	s of the State of with its principal offices in th	e
City ofand listed in the Fede	eral Register and licensed to write surety bonds in the State of	•
Georgia, are held and firmly bound unto Rockdal	le County, Georgia, in the full and just sum of	
) good and lawful money of the United States of	
	ounty, Georgia, to which payment well and truly to be made	
we bind ourselves, our heirs, executors, administ presents.	rators, and assigns, jointly and severally and firmly by these	
	has submitted to Rockdale County, Georgia, a Bid for <u>ITB No</u>	<u>0.</u>
	·	
NOW, THEREFORE, the conditions of this oblig and twenty (120) days of the Bid opening, the Prupon the terms, conditions, and prices set forth the County, Georgia, and within ten (10) days from that and satisfactory Performance Bond equals to 100 the Contract Price, payable to Rockdale County, County and furnish satisfactory proof of the insurand remain in full force and virtue in law; and the or all of the foregoing requirements within the time	· · · · · · · · · · · · · · · · · · ·	ent of oe ny le
PRINCIPAL		
By:(Signature of Principal	(SEAL)	
Signature of Principal		
Print Name and Title of Authorized Signer		
Print Name of Principal Business	_	
ATTEST:		
Corporate Secretary		
SURETY		

ITB #22-10

By: Signature of Surety (by Power of Attor	_(SEA
Print Name and Title of Authorized Signer	r
Print Name of Surety Business	
WITNESS:	

ITB #22-10
Performance Bond
STATE OF GEORGIA BOND NO
COUNTY OF ROCKDALE
KNOW ALL MEN BY THESE PRESENTS, that we,
BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:
WHEREAS, the Owner has engaged the said Contractor for the sum of (\$\sqrt{\sq}}}}}}}}}}}}} \end{\sqrt{\sq}}}}}}}}}}}}}}} \end{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
Georgia, ITB#: as more fully appears in a written Contract Agreement bearing the date
of, 2022, a copy of which Contract Agreement is by reference hereby made a part hereof.
NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.
And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.
This bond is given pursuant to and in accordance with the provisions of <u>O.C.G.A.</u> Section 36-10-1 et. seq. and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.
IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this day of, 2022, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL: By: _____ Name: (Please Print)
Title: 23

Address:	
Phone:	
ATTEST:	
Name:	
(Please Print) Title:	(SEAL)
Note: Attestation for a corporation must be by the for an individual by a notary.	corporate secretary; for a partnership by another partner;
SURETY:	
By:	
Name:	
(Please Print) Title:	(SEAL)
WITNESS:	
Name:	
(Please Print) Title:	(SEAL)
	appear on the Treasury Department's most current list ransact business in the state where the Project is located.
Resident agent in state in which Work is to be per	formed:
By:	
Name:	
(Please Print) Title:	
Address:Phone:	

Payment Bond			
STATE OF GEORGIA	BOND NO		
COUNTY OF ROCKDALE			
KNOW ALL MEN BY THESE PRESENTS, that we,	, as Surety, are held and firmly bound unto n the penal sum of rates of America, for the payment of which sum will		
WHEREAS, said Contractor has entered into a certain Cont, 2022, for construction of Rockdale County, Geor (hereinafter called the Contract), which Contract Agreemen deemed a part hereof as fully as if set out herein.	rgia ITB# :		

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.
- (b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (c) This Bond is given pursuant to and in accordance with provisions of <u>O.C.G.A.</u> Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

	reunder affixed its signature and seal, and said Surety has re and seal, by its duly authorized officers, on this nterparts.
CONTRACTOR - PRINCIPAL: By:	
Name:(Please Print) Title:	
Address:	
Phone:	
ATTEST: Name:	
(Please Print) Title:	(SEAL)
Note: Attestation for a corporation must be by the for an individual by a notary.	corporate secretary; for a partnership by another partner;
SURETY: By:	
Name:(Please Print) Title:	
WITNESS:	
Name:(Please Print) Title:	(SEAL)
Note: Surety companies executing bonds must a	appear on the Treasury Department's most current list cansact business in the state where the Project is located.
Ву:	
Name:(Please Print) Title:	
Address:	
Phone:	26

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE USE THIS FORM AS NEEDED PER ITB scope of work

NAME OF PROPOSED CONTRACTOR:	

I. <u>INSTRUCTIONS</u>

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

Α.	Current address of contractor:	
B.	Previous Name or address of contractor:	
C.	Current president or CEO and years in position:	
D.	Number of permanent employees:	
	• • •	
E.	Name and address of affiliated companies:	

III. <u>FINANCIAL STATUS</u>

IV.

	1.	LAST COM	PLETE FISCAL YEAR:		
		A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)		
	2.	YEAR PRIO	R TO "1" ABOVE:		
		A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)		
	3.	YEAR PRIO	R TO "2" ABOVE:		
		A. B. C. D.	Revenues (Gross) Expenditures (Gross) Overhead & Admin (Gross) Profit (Gross)		
В.	BANK	RUPTCIES			
1.			or any of its parents or subsidiar or involuntarily? (If yes, specify		- ·
2.			areholder ever had a Bankruptcy s, specify date, circumstances, an		er name, voluntarily or
C.	BOND	<u> DING</u>			
1.	What is	s the Contract	or's current bonding capacity?		
2.	What is	s the value of	the Contractor's work currently u	inder contract?	
•	COM	IPANY EXI	PERIENCE – SIMILAR PI	ROJECTS	

A. Please attach financial statements for the past three years for which they are complete. If such

statements are not available, please furnish the following information:

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the

last five years, specifying, where possible, the name and last known address of each owner of those projects:

Reference/Project #1: Name and Address:	
Date of Construction/Project:	
Type of Construction/Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info:	
(if applicable)	
Reference/Project #2: Name and Address:	
Date of Construction/Project:	
Type of Construction/Project:	
Contract Price:	
Owner contact info:	
Architect/Engineer contact info:	
(if applicable)	
Reference/Project #3: Name and Address:	
Date of Construction/Project:	

Type of Construction/Project:
Contract Price:
Owner contact info:
Architect/Engineer contact info: (if applicable)
ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS
Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years?
Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years?
Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years?
Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?
Has your company be involved in any lawsuits, proceedings,
or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years?
Have any criminal proceedings or investigations been brought against the Contractor in the last ten years?

VI. <u>COMMENTS</u>

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

ITB #22-10

vided on this Questionnaire are true, accurate and contact any entity or reference listed in this nation concerning the Contractor available to the
contact any entity or reference listed in this
contact any entity or reference listed in this
Date

Work Order (Sample)

Include when applicable

ID / IQ CONCRETE WORK UNIT PRICE CONTRACT

Date:	Project Name:
Work Order No.:	Work Order Amount: \$
SCOPE OF SERVICES:	
Set forth in the attached scope for	or
SCHEDULE:	
Time to complete performance of the	e Service is the date for completion.
COMPENSATION:	
Owner's payment obligation under the	his Work Order is as follows:
☐ The Firm Fixed Price for the Serv	vices is Dollars (\$).
	ces isDollars (<u>\$).</u> Applicable billing rates are set forth in the contract documents or as
follows: <u>Labor Category(ies)</u>	Rate
follows:	
follows: <u>Labor Category(ies)</u> OTHER: {Insert info here} By the signature below, the parties a	
follows: Labor Category(ies) OTHER: {Insert info here} By the signature below, the parties a hereto, and that the undersigned are a Rockdale County, Georgia	Rate Cknowledge that they shall be bound by the terms of this Work Order, including the attachments authorized to enter into this Work Order. Contractor.
follows: Labor Category(ies) OTHER: {Insert info here} By the signature below, the parties a hereto, and that the undersigned are a Rockdale County, Georgia Date:	Rate Cknowledge that they shall be bound by the terms of this Work Order, including the attachments authorized to enter into this Work Order. Contractor. Date:
follows: Labor Category(ies) OTHER: {Insert info here} By the signature below, the parties a hereto, and that the undersigned are a Rockdale County, Georgia Date:	Rate Cknowledge that they shall be bound by the terms of this Work Order, including the attachments authorized to enter into this Work Order. Contractor. Date:
follows: Labor Category(ies) OTHER: {Insert info here} By the signature below, the parties a hereto, and that the undersigned are a second context. Rockdale County, Georgia Date: By: (Signature)	Rate cknowledge that they shall be bound by the terms of this Work Order, including the attachments authorized to enter into this Work Order. Contractor. Date: By: (Signature) Name:
follows: Labor Category(ies) OTHER: {Insert info here} By the signature below, the parties a hereto, and that the undersigned are a Rockdale County, Georgia Date: By:	Rate Cknowledge that they shall be bound by the terms of this Work Order, including the attachments authorized to enter into this Work Order. Contractor. Date: By: (Signature) Name: (Print Name)

ROCKDALE COUNTY



LOCAL VENDOR PREFERENCE

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1.	LEGAL NAME OF FIRM:	
	Mailing Address:	Physical Address (if different):
2.	Year your business was establish	hed in Rockdale County:
3.	Business License:	
	License Number:	County
4.	For transactions which require s	sales tax, provide the following Reseller information:
	Reseller Permit Number: ——	
	Enter the Company Name and A	Address as it appears on permit:
5.	Does your husiness have more t	han one office in the State of Georgia?
5.	-	nan one office in the State of Georgia?
		on considered as the point-of-sale for sales tax purposes:
6.	Was the local business required Yes No	I to pay business and/or real property tax for the most recent tax year?
	If Yes, did the local business pa	ay any of this tax to Rockdale County?
***	*********	***********
also Cou	acknowledges that any person, f	igned states that the foregoing statements are true and correct. The undersigned firm, corporation, or entity intentionally submitting false information to the local preference shall be prohibited from bidding on Rockdale County products year.
Aut	horized Signature:	Date:
Prin	ted Name & Title:	Phone:

SAMPLE CONTRACT (PAGE 1 OF 7)

AGREEMENT FOR THE CONSTRUCTION OF THE [PROJECT NAME]

This Agreement entered into on this	day of	, 2022, between ROCKDALE COUNTY,
GEORGIA, a political subdivision of the Stat	e of Georgia, whose	address is 962 Milstead Avenue, Conyers, Georgia
30012, (hereinafter referred to as the "County	") and [CONTRAC]	FOR'S NAME], a [DESCRIPTION OF
CONTRACTOR'S BUSINESS TYPE], whose	se address is [CONT]	RACTOR'S ADDRESS] (hereinafter referred to as
"Contractor").		

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

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

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

1. Services Provided by Contractor.

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

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

2. <u>Fees and Compensation</u>.

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

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

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

SAMPLE CONTRACT (PAGE 2 OF 7)

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
 - (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

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

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

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

3. Effective Dates of Agreement.

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be twelve (12) months from the effective date, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than one hundred twenty (120) days after issuance of the Notice to Proceed, unless a time extension is authorized in writing by the Project Manager.

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

SAMPLE CONTRACT (PAGE 3 OF 7)

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

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

5. Supervision of Work.

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

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

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

6. Changes in the Contract.

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

7. **Insurance.**

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

8. **Interruption of Facility Operations.**

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

SAMPLE CONTRACT (PAGE 4 OF 7)

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

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

10. **Protection of the Environment.**

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

SAMPLE CONTRACT (PAGE 5 OF 7)

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

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

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

12. Mutual Release/Indemnification.

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

13. **Termination of Agreement**.

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

14. **Notice.**

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

To the County: To the Contractor:

Rockdale County, Georgia [COMPANY NAME]

Department of Finance Attn: [REPRESENTATIVE]

Attn: [PROJECT MANAGER] [ADDRESS 1] P.O. Box 289 [ADDRESS 2]

Conyers, Georgia 30012 [CITY, STATE, ZIP CODE]

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

15. <u>Assignment</u>.

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

SAMPLE CONTRACT (PAGE 6 OF 7)

16. **Corporate Authority**.

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

17. Waiver.

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

18. **Severability**.

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

19. **Interpretation**.

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

20. Venue & Jurisdiction.

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

21. **Governing Law**.

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

22. **Binding Effect**.

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

23. **Further Assurances**.

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

SAMPLE CONTRACT (PAGE 7 OF 7)

24. Entire Agreement.

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

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

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

[CONTRACTOR'S NAME]	ROCKDALE COUNTY, GEORGIA BOARD OF COMMISSIONERS		
By:	By:Osborn Nesbitt, Sr., Chairman		
Witness:	Attest:		
By:	By: Jennifer Rutledge, County Clerk		
	Approved as to Form:		
	By:		

REFERENCES

<u>Instructions:</u> Type or clearly print all information.

Reference #1
Name of Project Owner:
Project Description and Location:
Contracted Dollar Amount:
Completed Dollar Amount:
Scheduled Completion Date:
Actual Completion Date:
Contact Person's Name:
Contact Phone:
Contact Fax:
Contact E-mail:
Reference #2
Reference #2 Name of Project Owner:
Name of Project Owner:
Name of Project Owner:
Name of Project Owner:
Name of Project Owner: Project Description and Location:
Name of Project Owner:
Name of Project Owner: Project Description and Location: Contracted Dollar Amount:
Name of Project Owner: Project Description and Location: Contracted Dollar Amount: Completed Dollar Amount:
Name of Project Owner: Project Description and Location: Contracted Dollar Amount: Completed Dollar Amount: Scheduled Completion Date:
Name of Project Owner: Project Description and Location: Contracted Dollar Amount: Completed Dollar Amount: Scheduled Completion Date: Actual Completion Date:
Name of Project Owner: Project Description and Location: Contracted Dollar Amount: Completed Dollar Amount: Scheduled Completion Date: Actual Completion Date: Contact Person's Name:

ITB No.22-10

Reference #3	
Name of Project Owner:	
Project Description and Location:	
Contracted Dollar Amount:	
Completed Dollar Amount:	
Scheduled Completion Date:	
Actual Completion Date:	
Contact Person's Name:	
Contact Phone:	
Contact Fax:	
Contact E-mail:	
Representative's Signature: Date:	

SUBCONTRACTORS

<u>Instructions:</u> Type or clearly print all information.

NAME, ADDRESS, & PHONE NUMBER OF SUBCONTRACTOR	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		
Representative's Signature:	Date:	
Pa	age 43 of 44	

BIDDER'S CHECKLIST
 Bid Bond in the Amount of 5% of the Total Bid Amount Note: Performance Bond, Payment Bond, and Proof of Insurance coverage are required afte contract award.
 THREE (3) HARDCOPIES (one original, two photocopies) and ONE FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:
Bid Form (See Pages 13 & 14)
References (See Pages 42 & 43)
Subcontractors (See Page 44)
Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions
All Applicable Affidavit Forms (See Pages 15-20)
Proof of Business License
Proof of Georgia General Contractor License

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