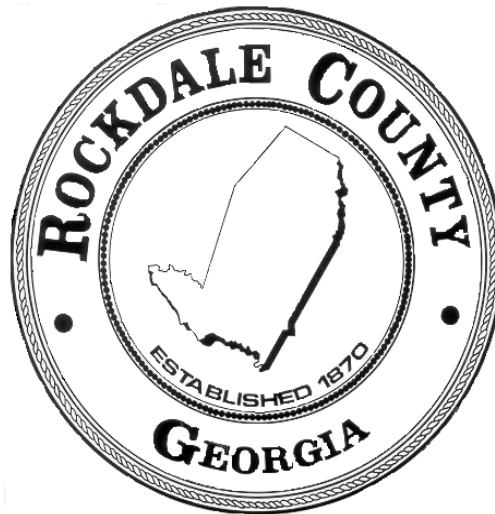


ROCKDALE COUNTY, GEORGIA

February 23, 2022

STORM SEWER SYSTEM REPLACEMENT – 3290 SQUIRE LANE

**INVITATION TO BID
No. 22-06**



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

Storm Sewer System Replacement – 3290 Squire Lane

ITB# 22-06

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INTRODUCTION:

This is an Invitation to Bid (ITB) for **Storm Sewer System Replacement – 3290 Squire Lane** 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
Conyers, 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:

Two (2) 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 will be effective for twelve (12) months after the award is approved by the Board of Commissioners. However, all work shall be completed no later than one-hundred and twenty (120) days after issuance of the Notice to Proceed (NTP), unless a time extension is granted by the Project Manager. Please see the example contract in this ITB for more information.

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, March 24, 2022**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

There will be a **MANDATORY** Pre-Bid Conference held at the **Rockdale County Administration Building, Room 106, at 9:00 A.M., local time, Thursday, March 10, 2022.** Any questions and/or misunderstandings that may arise from this ITB may be asked and answered at the pre-bid conference; however, oral responses are not authoritative. Bidders are encouraged to review the ITB before attending the pre-bid conference. Questions received after the pre-bid conference must be submitted in writing to meagan.porch@rockdalecountyga.gov or at the above address. *Any contractor who intends to submit a Bid is required to attend this meeting. Social distancing and masks are required.*

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, March 17, 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.

WARRANTY AND / OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place: _____

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 bidders doing business in Rockdale County must have a current Rockdale County Business License.

Bidders must possess a valid General Contractor's License or Utility Contractor's License for the State of Georgia and be a current Prequalified Contractor for the Georgia Department of Transportation. **Failure to provide these credentials will result in rejection of the bid.**

Bids from any bidder 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 fully complete and submit the attached Contractor's Qualification Statement and Questionnaire included in this ITB with at least **three (3) references** from projects with similar experience using the materials and process in this Invitation to Bid. The reference information shall include name of owner of the project, brief project description, location, contracted dollar amount, completed dollar amount, scheduled completion date, actual completion date, contact person's name, phone, fax, and e-mail.

GENERAL CONTRACTOR'S LICENSE (if required by law)

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.

SILENCE 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 after 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 Bid Item Table 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 | |

(If hazardous substances are involved)

Contractor's Pollution Liability (with 1 year extended reporting period)

| | |
|-----------------|----------------|
| Each Occurrence | \$1,000,000.00 |
| Aggregate | \$2,000,000.00 |

Environmental Impairment Liability (with 1 year extended reporting period)

| | |
|-----------------|----------------|
| Each Occurrence | \$1,000,000.00 |
| Aggregate | \$2,000,000.00 |

Professional Liability/General Liability \$1,000,000.00

Excess Umbrella Liability \$3,000,000.00

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 One Hundred Thousand Dollars (\$100,000.00) or greater:

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 not withdraw 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

Bidders 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 sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

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.

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 bidder 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# 22-06** 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.

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages:

Project Name: STORM SEWER SYSTEM REPLACEMENT – 3290 SQUIRE LANE

Project Location: 3290 Squire Lane SE, Conyers, Georgia
Latitude: 33°36'3.168"N Longitude: 84°1'45.228"W

Scope of Work: Provide all labor, materials, and equipment for the drainage improvement project at 3290 Squire Lane SE. Work will generally include removal of an existing 48" corrugated metal pipe (CMP) and existing outlet control structure (OCS), installation of a new 54" reinforced concrete pipe (RCP) culvert, installation of a new 6' x 6' square riser structure to include a pedestal top as the new OCS, installation of a headwall structure (GDOT 1125 detail) and construction of roadway improvements as depicted in the construction plans. Additionally, provide all necessary purchasing, coordination, supervision, mobilization, traffic control, erosion and sedimentation control, construction staking, demolition, removal, disposal, utility protection and relocation, clearing, grubbing, excavation, grading, compaction, paving, marking, cleanup, GDOT Type 3 riprap apron, and other services required for the project.

Estimates of material and labor required for the project are shown in the Bid Item Table. Unless specified otherwise, the cost of each "temporary" item shall include its installation, maintenance, and removal. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the project, shall be deemed to have been included in the Total Bid Amount.

Unless specifically directed otherwise in the project plans, specifications, or contract documents, all work shall be performed according to GDOT's current policies and publications (e.g., Standard Specifications, Construction Standards and Details), shall follow manufacturer instructions and industry standards, shall conform to the Special Terms and Conditions for Stormwater Utility Projects, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.

Construction Plans: An electronic copy of the construction plans is available for download from the County's website at www.rockdalecountyga.gov. Click on the link for **Bid Opportunities**, and then click on the link for **Current Bids**. The total Bid Package will be listed under the entry for **ITB # 22-06, STORM SEWER SYSTEM REPLACEMENT – 3290 SQUIRE LANE**.

Bidders are strongly encouraged to visit the project site and carefully review the Construction Plans, ITB, specifications, and regulations before preparing a bid.

Additionally, prior to submitting a bid, bidders are strongly encouraged to use the Bidder's Checklist to ensure that all necessary documents have been completed and included.

SPECIAL TERMS AND CONDITIONS FOR STORMWATER UTILITY PROJECTS

1. Definitions:

- a. The term "County" shall mean "Rockdale County, Georgia", but also will be used to refer to Rockdale County's Stormwater Utility, Finance Department, Board of Commissioners, and other personnel responsible for the procurement and administration of the contract.
- b. The term "ITB" shall mean "Invitation to Bid" but will also be used to refer to this particular document in its entirety.
- c. The term "bidder" shall mean a business entity that submits a response to this ITB.
- d. The term "project" shall refer to the services outlined in the Scope of Work within this ITB.
- e. The term "bid" shall mean all documentation submitted by a particular bidder, in addition to any information about such bidder obtained during the evaluation process, whether it is discovered by the County or provided by references.
- f. The term "Contractor" shall mean the particular bidder that has been awarded a contract to provide the services necessary to complete the project.
- g. The term "Representative" shall mean a single employee of the Contractor who is expected to be the main point of contact between the County and the Contractor, and who will be responsible for coordinating all work.
- h. The term "Project Manager" shall mean a single employee of the County who has the authority to make decisions about the execution and acceptability of all work associated with the project.

2. Communication:

- a. Unless specifically stated elsewhere, all written communication required in the execution of contract responsibilities shall be sent through e-mail, and communication shall only occur between the Project Manager and the Representative.
- b. The Representative shall be available to receive telephone calls and e-mail from the Project Manager at any time (i.e., twenty-four (24) hours a day, seven (7) days a week) during the contract term, and shall respond as necessary and in a timely manner.
- c. If the Contractor needs to change its Representative, due to personnel changes or leaves of absence (e.g., vacations, illness), the Project Manager shall be given the new Representative's contact information as soon as possible.

3. Scheduling:

- a. The amount of time allotted for mobilization and completion of the project is specified in the contract and may only be extended by the Project Manager.
- b. Upon contract award, the Representative shall create a proposed schedule, which demonstrates how the Contractor will complete the project within the allotted time. The schedule shall show the appropriate sequence and duration of the remaining tasks and shall account for all known and anticipated sources of delay (e.g., weather, subcontractor availability).
- c. The Representative shall update the proposed schedule as necessary and notify the Project Manager of any expected delays or other changes as soon as possible.
- d. Time extensions will not be granted for issues and factors which are reasonably within the Contractor's ability to predict, prevent, mitigate, withstand, or control. In particular an extension will not be granted for:
 1. Poor planning, coordination, or execution of work
 2. Late, incorrect, or incomplete submittal of shop drawings or other time-sensitive documentation
 3. Seasonal weather conditions of normal frequency, duration, and intensity
- e. The Representative may be required to demonstrate why a certain cause for delay was unforeseeable, unavoidable, or unmanageable.
- f. The Contractor shall not be entitled to charge the County for extended overhead costs associated with delays or time extensions unless the contract term is extended through a change order.
- g. Unless otherwise authorized by the Project Manager, the Contractor shall perform work only between 7:30 AM and 5:30 PM, Monday through Friday, except for official County holidays.
- h. The Project Manager may stop work at any time, and may delay work as much as necessary, if the Contractor is deemed to be noncompliant with its contract obligations.

4. Quality Control and Assurance:

- a. The Contractor shall be solely responsible for the quality and accuracy of the work it performs, and the work performed by its subcontractors.
- b. The Contractor shall ensure that an experienced and qualified supervisor will be present throughout all construction operations.
- c. The Contractor shall perform all work in strict conformance to the project's plans and specifications and shall employ the means necessary to ensure the intended methods, materials, shapes, sizes, elevations, alignments, angles, strengths, pressures, capacities, clearances, finishes, etc. have been satisfied to the greatest extent practicable.
- d. Unless specifically directed otherwise in the project plans, specifications, or contract documents, all work shall be performed according to GDOT's current policies and publications (e.g., Standard Specifications, Construction Standards and Details), shall follow manufacturer instructions and industry standards, shall conform to the Special Terms and Conditions for Stormwater Utility Projects, and shall comply with all local, State, and Federal regulations. In the event of conflict between these various requirements, the most stringent requirement shall take precedence.
- e. At the Project Manager's request, the Representative shall demonstrate with measurements, photos, onsite testing, etc. that all work has been properly constructed.
- f. If directed by the Project Manager, the Contractor shall immediately correct any errors, deficiencies, and defects.
- g. Work shown in shop drawings shall not begin without the Project Manager's written approval.
- h. Any questions or concerns about the work shall be directed to the Project Manager.
- i. Any necessary deviations from either the plans or specifications shall be reported to the Project Manager as soon as possible. Modifications shall not be made without prior written authorization from the Project Manager.
- j. When the project is nearly complete, the Project Manager and Representative shall inspect the work together. The Contractor shall correct all errors, deficiencies, and defects before final payment is authorized.
- k. Upon completion of the work and before final payment is made, the Representative shall provide a written guarantee to the County, stating that the Contractor shall correct any defects in its workmanship or any damage resulting from such defects for a period of one year, without expense to the County. However, this guarantee shall not require the Contractor to remedy any problems arising from normal deterioration, inadequate design, vandalism, or natural phenomena.

5. Invoicing, Field Orders, and Change Orders:

- a. Invoices may be submitted monthly or at project milestones, as agreed upon by the Representative and the Project Manager.
- b. Retainage amounts will be determined by the contract.
- c. No payment will be made for portions of the project that are not completed or provided.
- d. Payment will be made according to actual quantities expended at the time of invoicing (i.e., not based upon an estimated completion percentage).
- e. Each contractual item price shall be inclusive of all administration, correspondence, preparatory actions, equipment, labor, fuel, permitting, licensing, bonding, insurance, taxes, fees, postage, and any other material or service expenditures necessary to complete the work associated with that item.
- f. With each invoice, the Representative shall submit material receipts, time sheets, dump tickets, dimensioned sketches, photographs, or other documentation to verify the actual amount of labor, materials, and other resources expended. All such documentation shall become the sole property of the County.
- g. The Contractor shall only charge the County for mobilization once, regardless of how many trips are necessary to complete the project.
- h. The Contractor shall only charge the County for traffic control once, regardless of whether additional traffic control measures become necessary, and regardless of whether such measures are employed at multiple locations.
- i. The project's Scope of Work shall include not only the work that is specifically outlined in the plans and specifications, but also anything that is considered incidental to that work.

- j. The Project Manager shall have the sole discretion whether approved quantity increases, or additional services will be considered a "field order" and paid out of the project's contingency fund, or if they will be considered a "change order". Change orders require a formal contract amendment and are subject to the approval of the Board of Commissioners.
- k. The Representative shall notify the Project Manager as soon as possible if any quantities are expected to exceed the estimated amounts, or if additional services are needed outside of the Scope of Work. No such changes will be made without prior written authorization from the Project Manager. Changes made without the Project Manager's authorization will not be reimbursable and may be reversed or removed at the Project Manager's discretion and at the Contractor's cost.

6. Protection of Public, Property, Infrastructure, and Environment:

- a. The Contractor shall perform its work in such a manner as to cause the least amount of interference and inconvenience to the public as possible. Unnecessary noise, construction debris, utility outages, restricted ingress/egress, traffic delays, property damage, and safety hazards will not be tolerated.
- b. The Contractor shall not perform work outside of the project's designated easements, staging areas, and limits of disturbance, unless authorized by the Project Manager. The Contractor shall be responsible for all damage caused by its unauthorized access to adjacent areas.
- c. The Contractor shall protect its work throughout the project, to prevent damage from weather, flooding, erosion, sedimentation, sloughing, subsidence, contamination, tampering, etc. The Contractor shall repair and replace its damaged work at its own cost, and to the Project Manager's satisfaction.
- d. The Contractor shall repair all rutting and pavement damage it causes within the project area, to the Project Manager's satisfaction.
- e. The Contractor shall provide traffic control measures (e.g., signage, barriers, road plates, flagmen) as necessary to protect the public and the Contractor's personnel for the duration of the project.
- f. All traffic control measures and practices shall satisfy USDOT and GDOT requirements and specifications (e.g., Manual on Uniform Traffic Control Devices).
- g. The Contractor shall abide by all regulations concerning occupational safety (e.g., OSHA regulations).
- h. The Contractor shall be responsible for coordinating utility location activities prior to beginning construction. Work shall not begin until all underground utilities are properly located and marked.
- i. The Contractor shall be responsible for coordination, permitting, and construction associated with any necessary protection, removal, or relocation of existing utilities. All plans, schedules, and agreements with utility owners shall be provided to the Project Manager as soon as possible. All work must comply with the utility owners' requirements and specifications.
- j. The Representative shall contact the Project Manager immediately, by e-mail and by telephone, if the Contractor causes any unauthorized damage or pollution. The Contractor shall bear all costs of any necessary replacement, repair, cleaning, containment, mitigation, or other action necessary to correct such problems. All such remedial work shall be done to the Project Manager's satisfaction.
- k. The Contractor shall ensure that at least one "certified person" is onsite during all land disturbing activities; that is, the Contractor shall have at least one person onsite who possesses a valid Level 1A "blue card", Level 1B "red card", or Level II "tan/gray card" issued by the GSWCC.
- l. Whenever possible, the Contractor shall avoid working within streams, surface water, wetlands, or saturated soils. If such work is necessary, the Contractor shall provide adequate temporary stream diversions, pump-arounds, cofferdams, dewatering, stream crossings, wooden mats, etc. All such measures shall be provided at the Contractor's expense and in accordance with the project's plans, specifications, and regulations. If not shown in the project's plans and specifications, all proposed measures must be authorized by the Project Manager.
- m. The contractor shall keep the project site clean and shall not allow debris or waste to accumulate.
- n. All sediment, debris, unsuitable fill, and other waste materials removed from the project site shall be properly disposed by the Contractor. The Contractor shall comply with all applicable Federal, State, and local regulations related to the hauling, handling, and disposal of such waste materials.
- o. The Representative shall demonstrate that all waste materials have been properly disposed (e.g., by providing dump tickets from a legal landfill or invoices from an appropriate disposal service).

7. Water Usage:

- a. Water used for construction and maintenance activities shall be provided at the Contractor's expense, and may be obtained by any of the following sources:
 1. Natural groundwater or surface water from within the County's right-of-way, provided that: withdrawals do not cause damage to property or the environment; withdrawals do not exceed Georgia EPD's limitations; and such water is not transported outside of the County's boundary, unless authorized in writing beforehand by the Project Manager.
 2. Hydrants belonging to Rockdale Water Resources (RWR), provided that: the Contractor has written authorization from RWR to purchase such water; the Contractor is not delinquent in its RWR utility fees; and the Contractor follows all RWR regulations.
 3. Any other legal source of water, whether located inside or outside of the County's boundary, provided that such source is authorized in writing beforehand by the Project Manager.
- b. The Contractor may dispose unused, clean water within the following locations:
 1. County right-of-way and County-owned property provided that: the discharged water does not cause erosion, flooding, or other damage to property or the environment; discharged water is not released onto any road surface, driveway entrance, or parking lot drive aisle; and the discharging activities do not disrupt traffic or other public activities.
 2. Sanitary sewer systems owned by RWR, provided that the Contractor has written authorization from RWR.

8. Liability:

- a. The Contractor and its subcontractors shall be solely responsible for obtaining and maintaining all necessary licenses, permits, approvals, insurance, and bonds, and shall pay all associated costs, taxes, and fees.
- b. The Contractor and its subcontractors shall be solely responsible for the health and safety of their employees.
- c. The Contractor and its subcontractors shall be solely responsible for the protection, cleaning, maintenance, repair, recovery, or replacement of their equipment and materials.
- d. The Contractor and its subcontractors shall be solely responsible for paying any damages, lost wages, attorney fees, court costs, settlements, judgments, penalties, fines, interest payments, or other expenses associated with its failure to meet its professional, contractual, or regulatory obligations.

BID FORM – ITB No. 22-06

Instructions: Complete all THREE parts of this bid form.

PART I: Bid Summary

Complete the Bid Item Table included in this ITB and print the Total Bid Amount below.

Total Bid Amount = \$ _____

PART II: Addenda Acknowledgements (if applicable)

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

| Addenda | Date Bidder Received | Initials |
|---------|----------------------|----------|
| “1” | | |
| “2” | | |
| “3” | | |
| “4” | | |
| “5” | | |
| “6” | | |

PART III: Bidder Information:

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

BID ITEM TABLE – ITB # 22-06

Instructions: Type or clearly print all prices.

Any modifications to items, quantities, or units will result in rejection of the bid.

| Contract Item # | Drawing Item # | Item Description | Approx. Quantity | Unit | Unit Price | Projected Price |
|----------------------------------------|----------------|------------------------------------------------------------------------------------|------------------|------|------------|-----------------|
| 1 | 151-1000 | MOBILIZATION | 1 | LS | | |
| ROADWAY ITEMS | | | | | | |
| 2 | 150-1000 | TRAFFIC CONTROL | 1 | LS | | |
| 3 | 201-1500 | CLARING & GRUBBING | 1 | LS | | |
| 4 | 210-0100 | GRADING COMPLETE | 1 | LS | | |
| 5 | 310-5080 | GR AGGR BASE CRS, 8 INCH INCL. MAT'L | 50 | TN | | |
| 6 | 402-3103 | RECYCLED ASPH CONC 9.5 MM, SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME | 10 | TN | | |
| 7 | 402-3190 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2 , INCL BITUM MATL & H LIME | 16 | TN | | |
| 8 | 413-1000 | BITUM TACK COAT | 30 | GAL | | |
| 9 | 441-0600 | CONC HEADWALLS | 6 | CY | | |
| 10 | 550-1540 | STORM DRAIN PIPE, 54 IN, H 1-10, | 56 | LF | | |
| 12 | 610-1880 | REM STORM DRAIN PIPE | 48 | LF | | |
| 13 | 610-2586 | REM ASPH PVMT INCL BASE | 100 | SY | | |
| 14 | 610-5828 | REM CONC HDWL ALL SIZES | 1 | EA | | |
| 15 | 643-8210 | WOOD FENCE | 100 | LF | | |
| 16 | 668-2205 | DROP INLET, GP 2, SPCLDES | 1 | EA | | |
| 17 | 610-5715 | REM CATCH BASIN, DROP INLET OR JCT BOX | 1 | EA | | |
| PERMANENT EROSION CONTROL ITEMS | | | | | | |
| 18 | 603-2181 | STN DUMPED RIP RAP, TP 3, 18 IN | 40 | SY | | |
| 15 | 603-2997 | FILTER BLANKET | 40 | SY | | |
| 16 | 700-6910 | PERMANENT GRASSING | 1 | AC | | |
| 20 | 716-2000 | EROSION CONTROL MATS, SLOPES | 100 | SY | | |

BID ITEM TABLE CONTINUED ON NEXT PAGE

BID ITEM TABLE – ITB # 22-06 (CONT'D...)

Instructions: Type or clearly print all prices.
 Any modifications to items, quantities, or units will result in rejection of the bid.

| Contract Item # | Drawing Item # | Item Description | Approx. Quantity | Unit | Unit Price | Projected Price |
|----------------------------------------|----------------|-----------------------------------------------------|------------------|------|------------|-----------------|
| TEMPORARY EROSION CONTROL ITEMS | | | | | | |
| 21 | 163-0232 | TEMPORARY GRASSING | 1 | AC | | |
| 22 | 163-0240 | MULCH | 1 | TN | | |
| 23 | 163-0300 | CONSTRUCTION EXIT | 1 | EA | | |
| 24 | 163-0541 | CONSTRUCT AND REMOVE ROCK FILTER DAMS | 1 | EA | | |
| 25 | 165-0030 | MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C (SD1-S) | 200 | LF | | |
| 26 | 165-0101 | MAINTENANCE OF CONSTRUCTION EXIT | 1 | EA | | |
| 27 | 165-0110 | MAINTENANCE OF ROCK FILTER DAM | 1 | EA | | |
| 28 | 171-0030 | TEMPORARY SILT FENCE, TYPE C (SD1-S) | 200 | LF | | |
| 29 | 170-2000 | STAKED SILT RETENTION BARRIER | 50 | LF | | |

| | |
|--------------------------------------|--|
| Subtotal | |
| Contingency (10% of Subtotal) | |
| Total Bid Amount | |

Representative's Signature: _____

Date: _____

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the Bidder that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date)

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

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached ITB;

(2) He/She is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____

My commission expires (Date)

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 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 _____(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:

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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

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 _____(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:

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

By executing this affidavit, the undersigned sub-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 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 will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest 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 correct.

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

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

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:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto Rockdale County, Georgia, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of Rockdale County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Rockdale County, Georgia, a Bid for ITB No. _____.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid. NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within one hundred and twenty (120) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by Rockdale County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond equals to 100% of the Contract Price and Payment Bond equals to 100% of the Contract Price, payable to Rockdale County, Georgia, in form and with security satisfactory to Rockdale County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Rockdale County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 202__ .

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

Performance Bond

STATE OF GEORGIA BOND NO. _____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, (hereinafter known as Contractor), and we, _____, as Surety, do hereby
acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit
of those entitled thereto, in the sum of _____
Dollars (\$ _____) for the payment of which will and truly to be made, in lawful money of the United
States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of
_____ (\$ _____) for construction of Rockdale County,
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 O.C.G.A. 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 six counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____

(Please Print)

Title: _____

(SEAL)

WITNESS:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

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 Principal, (hereinafter known as Contractor), and we, _____, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated _____, 2022, for construction of Rockdale County, Georgia **ITB#** : _____ (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

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) The Principal and Surety hereby designate and appoint the _____, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) 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.

(d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. 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.

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 six counterparts.

CONTRACTOR - PRINCIPAL:

By: _____

Name: _____

(Please Print)

Title: _____

Address: _____

Phone: _____

ATTEST:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: _____

Name: _____

(Please Print)

Title: _____

(SEAL)

WITNESS:

Name: _____

(Please Print)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

By: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Phone: _____

CONTRACTOR’S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- 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

- A. 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. FINANCIAL STATUS

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:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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) _____

V. 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?

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in
dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI. COMMENTS

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.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and
complete. The Owner, or its designated representative, may contact any entity or reference listed in this

Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires:

**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 State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the “County”) and [CONTRACTOR’S NAME], a [DESCRIPTION OF CONTRACTOR’S BUSINESS TYPE], whose address is [CONTRACTOR’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. **Fees and Compensation.**

- (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:

Rockdale County, Georgia
Stormwater Utility
Attn: [PROJECT MANAGER]
P.O. Box 1495
Conyers, Georgia 30012

To the Contractor:

[COMPANY NAME]
Attn: [REPRESENTATIVE]
[ADDRESS 1]
[ADDRESS 2]
[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. **Assignment.**

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: _____
M. Qader A. Baig, County Attorney

REFERENCES

Instructions: 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

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 #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

Instructions: 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: _____

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 after 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 Page 17)**

_____ **Bid Item Table (See Page 18-19)**

_____ **References (See Pages 45-46)**

_____ **Subcontractors (See Page 47)**

_____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**

_____ **All Applicable Affidavit Forms (See Pages 20-25)**

_____ **Proof of Business License**

_____ **Proof of Georgia General Contractor or Utility Contractor License (If Applicable)**

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.