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DEPARTMENT OF FINANCE
MARK LEWIS, FINANCE DIRECTOR
TELEPHONE: 770-278-7555
FACSIMILE: 770- 278-8910

Addendum No. 4

**ITB No. 22-10
PARKING LOT CONSTRUCTION FOR VARIOUS ROCKDALE COUNTY
LOCATIONS**

April 14, 2022

ITB #22-10 is hereby amended as follows:

1. Below are questions received and corresponding answers:

A. Question: Does this project require General Contractors license?

Answer: A GC license is not required but bidders must have a valid business license and bonding will be required (see page 7 in the ITB).

B. Question: Does this project require permit(s)? If so, who is responsible for permitting and the associated fees?

Answer: Permits have been obtained for projects as needed. The county will add the awarded bidder onto these permits and there are no fees associated with the permitting.

C. Question: Who is responsible for inspections and materials testing and the associated fees?

Answer: Please refer to page 12 in the ITB. The county will be responsible for hiring and directing materials testing for these projects.

D. Question: When is the anticipated start date?

Answer: Anticipated award is June for an anticipated start date of August 2022.

E. Question: What is the duration of the project, the bid document stated 120 days for project. Is that the entirety of all 5 projects?

Answer: The 120 days was based on completion of the Chambers Drive project. The remaining projects durations can be negotiated based on scheduling and supply chains.

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F. Question: What's the budget for this project?

Answer: Please refer to Addendum #2.

G. Question: Are there any liquidated damages?

Answer: Please refer to page 8 in the ITB.

H. Question: Does this project have a Force Majeure clause?

Answer: Please see the attached revised sample contract. This clause will also be in the final contract once this bid has been awarded by the Board of Commissioners.

I. Question: What are the working hours? Any restriction that we should be aware of?

Answer: Working hours are normal business M-F 8am-5pm but evenings and weekends are allowed at contractor's discretion and expense. All areas are open and used by public or staff, but paved areas can be closed as needed and these restrictions will be minimized per discussion with awarded bidder.

J. Question: Any events or special dates at the park that we should stop our work for?

Answer: Parks may have events, but these will be coordinated with awarded bidders schedule. See answer above.

K. Question: Can we work on the weekends?

Answer: Yes, see answer above.

L. Question: What are the requirements to safe-up the project site? Do you require placement of chain-link fences and barricades?

Answer: Barricades will be needed at the discretion of the awarded bidder per discussion with county representative on a project basis.

M. Question: Are there any requirements for traffic and pedestrian control?

Answer: Traffic control is needed for drive entrances at roadways. Pedestrian walkways

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can be barricaded per discussion with county representative on a project basis.

N. Question: Are there any signages required?

Answer: See drawings for any signage requirements.

O. Question: Are there water and power available on site within proximity of the construction locations?

Answer: Yes, at buildings adjacent to sites.

P. Question: Any designated parking areas for construction personnel? Any designated areas for dumpsters and equipment?

Answer: Yes, there is area available for these at each site except CE Steele which has parking across the street in the library parking lot.

Q. Question: Are there any available staging areas for this project close by? What are requirements for staging areas? If any?

Answer: Yes, at each site except CE Steele – see answer above. Requirements and arrangements for staging can be discussed at the kickoff meeting follow bid award.

R. Question: Is there any existing irrigation system within the construction areas? If there is, how would you want us to address it?

Answer: No.

S. Question: Do we have to use the services of a private underground utility locator for this project?

Answer: No. If needed, county will provide.

T. Question: Are these private properties or public lands?

Answer: County owned property.

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U. Question: For Costley Mill Park, Overflow Parking lot, on sheet C-1.0, site plans, it states there is a 17x12 CXT Modular restroom building. Is this restroom included in the scope of work? If so, please provide more details, plans and specifications.

Answer: See page 11, item 2.e of ITB.

V. Question: For Costley Mill Park, Overflow Parking lot, there are a lot of mass rocks scattered throughout the entire site. Is the general contractor responsible for removing and haul off all mass rocks?

Answer: No. Awarded bidder does not have to haul off site but will be responsible for rearrangement on site as needed.

W. Question: Will this project require background check or any type of vesting/coordination?

Answer: No.

X. Question: In regards with Costley Mill Park, Beach, and Overflow parking lot there is no concrete washout. Please advise.

Answer: Washout will be coordinated on site with county representative.

Y. Question: For Costley Mill Park Beach parking lot, Costley Mill Overflow parking lot, and Johnson Park Parking lot it is calling for landscape islands. Could you please elaborate more for the islands? Please provide details.

Answer: Landscape islands to be filled with dirt and topped with pine straw.

Z. Question: On project Costley Mill Park, overflow parking lot sheet C-2.0, Utility plan, does not show electrical lines from electrical panel to restroom. Where is the location of electrical panel? Please advise.

Answer: Restroom electrical is by owner. See answer to CXT restroom question above.

AA. Question: For Costley Mill Park Beach parking lot, sheet -2.0, enlarged stormwater management plan, detail bioretention with underdrain, shows planting and landscape. Does this area require landscape? If so, please provide details.

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Answer: See details on plans. Design intent for bioretention is to match existing bioretention at Event Center existing parking lot.

BB. **Question:** Rockdale County project 911 Chambers drive is gated and located behind the police headquarters. Will we need to get permission to access the site daily? Will a background check be required for all personnel working at this location?

Answer: No. Coordination for access will be with county representative.

CC. **Question:** In 911 Chambers Drive, will the subbase have to be removed and replaced or just repaired? Please provide details.

Answer: Subbase can be repaired and used provided it meets adequate compaction with testing company.

DD. **Question:** In Costley Mill Park, Beach parking lot, will the subbase have to be removed and replaced or just repaired? Please provide details.

Answer: See answer above.

2. All other conditions remain in full force and effect.
3. If a Bid has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the Bid price, the new price and/or changes will be inserted below:

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum on page 14 of the Bid Package.

Tina Malone

Tina Malone, CPPB CPPO
Procurement Manager
Department of Finance, Purchasing Division

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.

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- (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.

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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.

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(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.

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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. **Force Majeure Clause.**

The respective duties and obligations of the parties hereunder (except the OWNER'S obligations to pay CONTRACTOR such sums may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

13. **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.

14. **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.

15. **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
Department of Finance
Attn: [PROJECT MANAGER]
P.O. Box 289
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.

**SAMPLE CONTRACT
(PAGE 6 OF 7)**

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Governing Law.**
This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.
23. **Binding Effect.**
This Agreement shall be binding upon the Contractor and its successors and permitted assigns.
24. **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

**SAMPLE CONTRACT
(PAGE 7 OF 7)**

may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

25. **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