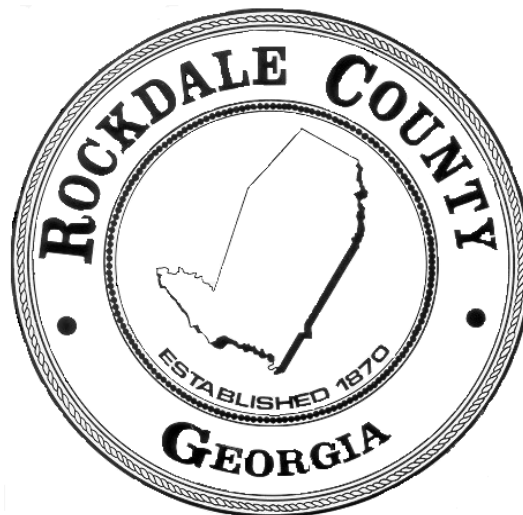


# ROCKDALE COUNTY, GEORGIA

December 28, 2022

## EASEMENT CLEARING AND CHEMICAL SPRAYING

INVITATION TO BID  
No. 22-38



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

**INTRODUCTION:**

This is an Invitation to Bid (ITB) for the **Easement Clearing & Chemical Spraying** 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 Shadawna Pacley, Procurement Buyer, at [shadawna.pacley2@rockdalecountyga.gov](mailto:shadawna.pacley2@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Shadawna Pacley  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax (770) 278-8910  
E-mail: [shadawna.pacley2@RockdaleCountyGA.Gov](mailto:shadawna.pacley2@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) USB Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

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

**CONTRACT TERM:**

The Contract Term will be one (1) year with the option to renew three (3) additional one (1) year terms.

Because this contract contains three (3) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

**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, January 26, 2023**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

**QUESTIONS AND CLARIFICATIONS:**

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to [Shadawna.pacley2@RockdaleCountyGA.Gov](mailto:Shadawna.pacley2@RockdaleCountyGA.Gov) or at the above address no later than **2:00 p.m., local time, on Thursday, January 19, 2023**. 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](http://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](http://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](http://www.rockdalecountyga.gov), under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.**

**QUALIFICATIONS OF OFFERORS:**

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

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

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

**ESCALATION CLAUSE:**

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g., factory) increases, as and if prices are changed. Furnish also a list of his/her supplier's (e.g., factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

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

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of Work, at which time adjustment will be made to the Contract amount by direct increase or decrease. No guarantee can be made as to the number, size or value or type of scope of projects that may be assigned under this contract. Bidders must take into consideration that any combination of bid items may be assigned as a work package. Bidders are cautioned to price bid items in a balanced manner such that the costs of the items appropriately stand alone or in a combination with other items.

**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:

<u>Coverages:</u>	<u>Limits of Liability:</u>
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	
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

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

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

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

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

**LOCAL VENDOR PREFERENCE POLICY**

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

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

**PIGGYBACKING**

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

**OPEN RECORDS**

The contents of the bids will not be made public until after an award and contract has been executed.

**GENERAL INFORMATION:****RECEIPT OF BID:**

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

**WITHDRAWAL OF BID:**

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

**REJECTION OF BID:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**GOVERNING LAWS:**

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

**ERRORS AND OMISSIONS:**

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



**STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 22-38** 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 #308750008
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.

**EASEMENT CLEARING:****PART 1 - GENERAL****1.1 WORK SECTION**

- A. The work to be performed under this specification shall consist of clearing vegetation from County easement areas and associated facility sites on a scheduled and/or emergency basis. (In the following discussion "easement" refers to easement areas and associated facility sites.).
- B. While easement clearing **does not** require the removal of all trees it will remove those trees and other vegetation that might otherwise hinder infiltration/inflow investigations, sewer system repairs or access.
- C. The work to be performed will include chemical spraying in designated areas.

**1.2 REFERENCES**

- A. General Conditions for Rockdale County Construction Contracts, Rockdale County

**1.3 DEFINITIONS (None Cited)****1.4 QUALIFICATIONS**

- A. Qualification documentation will be submitted as a part of all the Bids.
- B. The Contractor must meet all the following criteria to be considered qualified to propose and/or bid on the subject contract.
  1. The Contractor, or their subcontractor, must document that they, not their parent company or related company or the experience of an individual/s, have been in this line of business a minimum of five (5) years.
  2. The Contractor, or their subcontractor, must document that they, not their parent company or related company or the experience of an individual/s, have cleared a minimum of 1,000,000 square feet of easements/rights-of-way in the past two (2) years. This documentation shall include the mowing of grass, clearing of brush and removal of trees of the diameters expected on this contract. This documentation shall include locations, references (including names and phone numbers), square footages and tree diameters.

**1.5 EXPERIENCE**

- A. Experience documentation will be submitted as a part of all the Bids. The Contractor shall provide the County with written documentation that the supervisor, field crew leaders and equipment operators responsible for this work have received the proper training, are certified, and have the requisite experience. This documentation will include dates of hands-on experience, employer, description of duties/experience, contact name and phone number. Documentation on any person shall not be longer than 1-page.
- B. Supervisor of the field crews must be properly trained in the function and have a minimum of five (5) years' experience in performing easement clearing including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- C. Field crew leaders must be properly trained in this function and have a minimum of three (3) years hands-on experience in performing easement including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.

- D. Equipment operator must be properly trained in this function and have a minimum of two (2) years hands-on experience in performing easement including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.
- E. Clearing laborers must be properly trained in this function including safe working practices, proper clearing procedures, and experience in the types of clearing equipment that will be used for this contract.

#### 1.6 PERSONNEL

- A. The Supervisor must daily visit the project checking on their personnel and subcontractors, meeting with the field crew leaders as well as checking on the status and progress of the project.
- B. A field crew leader must be with their crew when their crew is working. Each field crew leader can only have one field crew. Each crew must have its own field crew leader.

#### 1.7 MEASUREMENT AND PAYMENT

- A. Payment for machine easement clearing shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work including hand clearing around manholes, stream banks and other obstructions, removal or mulching of debris and taking all cleared items to ground level including tree stumps. Payment shall be made under Machine Easement Clearing, Light or Heavy, per square foot.
- B. Payment for hand easement clearing shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work including hand clearing around manholes, stream banks and other obstructions, removal or mulching of debris and taking all cleared items to ground level including tree stumps. Payment shall be made under Hand Clearing, Light or Heavy, per square foot.
- C. Payment for selective tree removal shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment, necessary to perform all work. Payment shall be made under Selective Tree, 0"-14", 15"- 24" or 25"- 36" per each.
- D. Payment for stump grinding shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Stump Grinding, per Hour.
- E. Payment for Debris Chipping shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Debris Chipping, per Hour.
- F. Chemical Spraying shall be made at the unit price bid. Payment will be full compensation for furnishing all materials, supervision, labor, transportation, fuels, tools, and equipment necessary to perform all work. Payment shall be made under Chemical Spraying per square foot.

### **PART 2 - PRODUCTS**

- A. Blades on all equipment shall be kept sharp. Blades showing excessive wear or damage shall not be used. Brakes on all mowing equipment must be properly maintained and operative. All mowing equipment shall be equipped with safety guards to prevent the mowers from throwing rocks or debris. Guards shall be in place and in a down position while mowing is occurring.
- B. Provide a list of chemicals used for Chemical Spraying along with the MSDS sheets.

**PART 3 - EXECUTION****3.1 GENERAL**

- A. Easements that will be encountered can vary from wet, low lying next to creeks, streams and rivers, to easements in fully developed neighborhoods and business districts, to easements on sloped embankments, or work at county owned facilities.
- B. The easements to be cleared will be selected and assigned by Rockdale Water Resources personnel.
- C. On property where the owner has maintained the easement no tree/s will be removed without the written permission of the County.
- D. **The combination of 1) easement rating, 2) potential number/size of trees being considered for selective clearing and the 3) potential number/size of stumps being considered for stump grinding will be such that the County pays the lowest cost.**
- E. Easements or portions of an easement will be rated by the County per the following:
  - 1) "Light" includes trees 0" up to 4" in diameter.
  - 2) "Heavy" includes trees from 5"-36" in diameter.

All ratings include hand clearing around manholes, stream banks and other obstructions. All ratings include taking all cleared items, including tree stumps, to ground level.

- F. Selective Tree Removal: Whenever trees are located a minimum of five (5) feet from the centerline of an easement or will hinder infiltration/inflow investigations and repairs; the County may approve selective tree removal. The Contractor shall be responsible for obtaining written County approval before performing selective tree removal. Trees to be removed must be documented, including DBH, and signed by the County Inspector prior to removal. Trees removed without this documentation will not be billable.
- G. Trees for potential selective clearing will be categorized as follows:
  - 1) "Selective Tree-0"- 14" includes trees greater than 0, up to 14-inches in diameter,
  - 2) "Selective Tree-15"- 24" includes trees greater than 14, up to 24-inches in diameter,
  - 3) "Selective Tree-25"- 36" includes trees greater than 24, up to 36-inches in diameter,

All selective tree removals include removal to ground level.
- H. Tree stumps for potential grinding will be categorized as follows:
  - 1) "Stump Grinding" - Per hour includes trees greater than 0 to 36-inches in diameter
- I. The Contractor will meet with the County Representative to review the rating and potential selective tree clearing of each easement prior to beginning work.
- J. If the Contractor disagrees with the easement rating and/or the potential selective tree clearing then the disagreement must be presented to the Project Manager, for resolution. The decision of the Project Manager is final.
- K. The Contractor must locate the next nearest manhole prior to clearing the easement between the two manholes. After locating the next nearest manhole, a line will be drawn between the manholes and both the centerline, and the easement boundaries marked. This marking of the easement will be done to prevent damage to the next nearest manhole and to ensure the Contractor stays within the easement boundaries.
- L. The diameter of trees shall be measured at the diameter breast height (DBH) - approximately four feet above ground level. This diameter will be used to rate each easement for clearing, for selective tree removal.

- M. Height of Cut: The Contractor shall clear grasses, trees, bushes, and brush within easement to ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with passenger grade street tires. This height of cut applies to mechanical as well as hand cleared areas.
- N. All grasses, debris, trees, brush etc. will be removed from the easement or mulched and uniformly spread on the easement. The County Inspector must approve mulching of the debris. The County Inspector, prior to being spread, must approve the quality of the mulch. Burning or burying will not be allowed. Excessive thickness of mulch will not be allowed. The Contractor may be required to relocate or disturb excessive amount of mulch in other County easements. This relocation or redistribution of mulched debris is included in other easement clearing unit prices.
- O. Width of Cut: Typically, the width of cut will be from edge of easement to edge of easement unless otherwise directed by the County Representative. Typically, the easements are 20 feet wide. Typically, the limits of the clearing shall be measured 10 feet from either side of the center of the pipeline however the County may direct a wider or narrower width to be cleared.

### 3.2 PUBLIC NOTIFICATION

- A. Per the County easement clearing policy the County will attempt to notify all affected landowners a minimum of 45 calendar days in advance of initial clearing of an easement; subsequent easement maintenance (re-cuts) may be done without notification.
- B. The Contractor will be responsible for notifying all property owners via advance notice flyers a minimum of five (5) working days prior to clearing on their property. The County must approve verbiage used on the notice.
- C. If a conflict arises with a property owner, the Contractor shall notify the County Representative immediately.
- D. The Contractor will provide and place "Right-of-Way" signs in prominent locations where easement clearing is planned 24-hours in advance of commencing the work. Signs will be a minimum of 24 inches wide by 18 inches high with the main message in a minimum of 2.5-inches high letters. Contractor name and phone number will be in a minimum of 1.5-inch-high letters. Signs will be supported a minimum of 12 inches above grade by integral metal frames. Wording on the signs shall be similar to the following:

**"EASEMENT CLEARING"**

**"Contractor Name" and "Phone Number"**

- E. The right-of-way signs will be placed in the rights-of-way of affected properties and where easements cross rights-of-way.
- F. The right-of-way signs shall be moved along with and in front of the work progress.

### 3.3 DOCUMENTATION

- A. The Contractor shall complete work on each asset as assigned via the County's Computerized Work Order Management system. Upon start of work, the Contractor shall receive work orders as assigned by the Project Manager. The Contractor shall utilize the Mobile Work Manager to maintain and synchronize the status of each rehabilitation work order issued.

**\*\*END OF SECTION\*\***

# BID FORM – ITB No. 22-38

Instructions: Complete all THREE parts of this bid form.

## PART I: Bid Summary

Complete the Bid Table on the following page and the information below. If you wish to submit more than one brand, make a photocopy of the Bid Table.

**TOTAL BID AMOUNT: \$** \_\_\_\_\_

## PART II: Addenda Acknowledgements (if applicable)

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

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

## PART III: Vendor Information:

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

**BID TABLE ITB NO. 22-38**

ITEM #	DESCRIPTION - include all expenses, overhead and profit	UNIT	UNIT COST	Yearly Estimated QUANTITY	TOTAL
<b>Easement Clearing by Machine</b>					
1	Light	Square Feet		500,000	\$
2	Medium	Square Feet		300,000	\$
3	Heavy	Square Feet		100,000	\$
<b>Easement Clearing by Hand</b>					
4	Light	Square Feet		400,000	\$
5	Medium	Square Feet		200,000	\$
6	Heavy	Square Feet		100,000	\$
<b>Selective Tree Clearing</b>					
7	Selective Tree- 0"-14"	Each		20	\$
8	Selective Tree- 15"-24"	Each		10	\$
9	Selective Tree- 25"-36"	Each		10	\$
<b>Miscellaneous</b>					
10	Stump Grinding	Hour		8	\$
11	Debris Chipping	Hour		8	\$
12	Seed and Fertilize	Square Feet		900	\$
13	Mulching	Square Feet		900	\$
14	Solid Sod	Square Feet		900	\$
15	Top Soil In Place	Cubic Yard		10	\$
16	Remove and Reset Fencing	Linear Feet		10	\$
17	Emergency mobilization fee 24-hr response	Each		1	\$
18	Road for Temporary Access	SY		10	\$
19	Silt Fence – Type A	LF		300	\$
20	Silt Fence – Type C	LF		1	\$
21	Chemical Spraying	Square Feet		3,000,000	\$
<b>TOTAL:</b>					\$

**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF VENDOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

(2) He/She is fully informed respecting the 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 Vendor 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 Vendor, 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 Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, 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 Vendor 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 Vendor, 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 Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, 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.

\_\_\_\_\_

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

**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:

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Date of Construction/Project:

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Type of Construction/Project:

---

Contract Price:

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Owner contact info:

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Architect/Engineer contact info:  
(if applicable)

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**Reference/Project #2:**

Name and Address:

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Date of Construction/Project:

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Type of Construction/Project:

---

Contract Price:

---

Owner contact info:

---

---

---

Architect/Engineer contact info:  
(if applicable)

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**Reference/Project #3:**

Name and Address:

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---

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.

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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:

**ROCKDALE COUNTY  
LOCAL VENDOR PREFERENCE**



**AFFIDAVIT OF ELIGIBILITY**

*Complete all areas below. Incomplete forms may be rejected.*

1. LEGAL NAME OF FIRM: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Physical Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Year your business was established in Rockdale County: \_\_\_\_\_

3. Business License:  
License Number: \_\_\_\_\_ County \_\_\_\_\_

4. For transactions which require sales tax, provide the following Reseller information:

Reseller Permit Number: \_\_\_\_\_

Enter the Company Name and Address as it appears on permit:

\_\_\_\_\_  
\_\_\_\_\_

5. Does your business have more than one office in the State of Georgia?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

\_\_\_\_\_  
\_\_\_\_\_

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, did the local business pay any of this tax to Rockdale County?

Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Rockdale County products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**SAMPLE CONTRACT**  
**AGREEMENT FOR EASEMENT CLEARING & CHEMICAL SPRAYING**

THIS AGREEMENT (the "Agreement") entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, between \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Georgia, whose address is \_\_\_\_\_ (hereinafter "Contractor") and ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Contractor to perform easement clearing services and chemical spraying; and

WHEREAS, Contractor is qualified to perform this service and desires to render services 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.

Contractor shall provide easement clearing services and chemical spraying to the County as described in Invitation to Bid (ITB) No. 22-38 Easement Clearing and Chemical Spraying, and as described in Contractor's Bid dated \_\_\_\_\_, 2022, attached hereto and made a part hereof, and hereinafter referred to as the "Services". Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this service. This service shall be performed at the direction of the Director of Water Resources or his designee and consistent with all Federal, State and Local laws.

2.

The Contract Documents, Bid Documents, and Attachments 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.

3.

Contractor shall provide services to the County for the unit prices detailed in Contractor's Bid and said unit prices shall be good through the life of the contract.

4.

This Agreement is effective on the date and year first written above and shall continue for one (1) year unless terminated as provided in Section 5 of this Agreement. This Agreement may be extended for two (2) additional one (1) year terms when agreed upon in writing by both parties.

5.

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.

6.

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 Finance Department  
Attn: Tina Malone  
P. O. Box 289/958 Milstead Ave.  
Conyers, Georgia 30012

To Contractor:

Attn:

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

7.

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.

8.

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.

9.

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.

10.

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.

11.

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.

12.

The County and the Contractor, by entering into this Agreement, 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.

13.

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

14.

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

15.

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.

16.

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.

17.

This Agreement, its attachments and essential documents (as provided in paragraph 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. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

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

CONTRACTOR NAME HERE

ROCKDALE COUNTY, GEORGIA

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

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

Osborn Nesbitt, Sr., Chairman

\_\_\_\_\_  
Name & Title

Attest:

Attest

\_\_\_\_\_

\_\_\_\_\_

Jennifer Rutledge, Executive  
Director/County Clerk

Approved as to form:

\_\_\_\_\_

M. Qader A. Baig, County Attorney

**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

\_\_\_\_\_ **THREE (3) HARDCOPIES (one original, two photocopies) and ONE (1) 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 14)**
- \_\_\_\_\_ **Bid Item Table (See Page 15)**
- \_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 16 - 21)**
- \_\_\_\_\_ **Contractor's Qualifications Statement & Questionnaire (See Pages 22 - 26)**
- \_\_\_\_\_ **Local Vendor Preference Policy (If Applicable) - (See Page 27)**
- \_\_\_\_\_ **Subcontractors (See Page 32)**
- \_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- \_\_\_\_\_ **Proof of Business License**

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