

**THE CITY OF WINTERVILLE**  
**BID #10280**  
**WINTERVILLE AUDITORIUM RENOVATION**

SUBMISSIONS ARE DUE AT THE ADDRESS BELOW NO LATER THAN

**5:00 P.M. EDT Tuesday, September 28, 2021**

THE CITY OF WINTERVILLE  
125 NORTH CHURCH STREET  
WINTERVILLE, GA 30683

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE CITY OF WINTERVILLE ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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**ISSUE DATE:** September 14, 2021

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## SECTION 1 – BID SUBMISSION INSTRUCTIONS

ALL BIDS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE UNDER THE OPEN RECORDS ACT

**A complete signed BID must include the documents listed below:**

**BID FORMAT:** Bidders are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the Bidders' risk. Each offeror shall furnish the information required by the solicitation. ***The BID SUBMITTAL must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the offeror.***

**MANDATORY DOCUMENTS CHECKLIST:** Bidder must complete, execute, and include with the bid the following Mandatory documents: **BIDS RECEIVED WITHOUT THE MANDATORY DOCUMENTS MAY BE REJECTED:**

- Section VI-A BID BOND
- Section VI-B BID FORM AND STATEMENT OF BIDDERS QUALIFICATIONS
- Section VI-C ACKNOWLEDGEMENT OF ADDENDA
- Section VI-D GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT
- Section VI-E BID SCHEDULE
- Section VI-F AFFIDAVIT VERIFYING RESIDENCY STATUS OF AN APPLICANT (SAVE)
- Section VI-G CORPORATE CERTIFICATE
- Section VI-H PARTNERSHIP CERTIFICATE

**DUE WITHIN 24 HOURS OF THE BID OPENING BY THE APPARENT LOW BIDDER:**

- Section VI-I NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

**BID SUBMISSION AND DELIVERY INSTRUCTIONS:** ALL bid copies must be submitted in a sealed envelope or container with the **OUTER MOST** Container stating the address, telephone number, the BID number and title (**BID #10280 “WINTERVILLE AUDITORIUM RENOVATION”**).

- One (1) unbound, marked original of the complete signed bid**
  - One (1) copy of the bid without pricing**
- are to be delivered to:**

City of Winterville  
Attn: Municipal City Clerk  
125 North Church Street  
Winterville, GA 30683

not later than 5:00 PM EDT Tuesday, September 28, 2021.

Hand delivered copies may be delivered to the above address only between the hours of 8:00 a.m. and 5:00 p.m. EDT, Monday through Friday, excluding holidays observed by the City of Winterville.

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

**ALL ORIGINAL BIDS MUST BE UNBOUND: NO STAPLES,  
PAPERCLIPS, OR ANY TYPE OF BINDING**

ORIGINAL BID BOND CHECKLIST

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**Submit Original Bid Bond in this section, meeting the requirements listed below. The performance bid bond will be submitted after a contract award is made and the dollar amount for the award has been determined.**

*PLEASE NOTE THAT BID BONDS RECEIVED NOT MEETING THESE REQUIREMENTS MAY BE REJECTED.*

- Original Bid Bond with original signatures and seals for both Bidder and surety, and Power of Attorney (with surety seal).
- Bidder named as Principal on bid bond.
- The City of Winterville named as Obligee. (Specific bid project referenced on bid bond.)
- Bid bond meets minimum dollar amount (5% of total bid sum).
- Bid bond signed by same representative signing Bid.
- Attorney-in-fact representing surety listed on Power of Attorney (exact name).
- Bid Bond dated the same date as Power of Attorney and Bid Form.
- Surety on Federal Treasury's list of approved sureties ([http://www.fms.treas.gov/c570/c570.html#Certified Companies](http://www.fms.treas.gov/c570/c570.html#Certified_Companies)); bid bond amount within underwriting limit and surety authorized to do business in Georgia.

**THE CITY OF WINTERVILLE  
INVITATION FOR BID #10280  
FOR  
WINTERVILLE AUDITORIUM RENOVATION**

**SECTION II – INVITATION FOR BID OVERVIEW AND PROCEDURES**

A. PURPOSE

The City of Winterville is soliciting Bids for the Winterville Auditorium Renovation from responsible Subcontractors.

B. INFORMATION TO BIDDERS

1. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

Bid Documents available	<b>September 14, 2021</b>
Pre-Bid Conference	<b>10:00 AM September 17, 2021</b>
Deadline for submission of questions	<b>September 27, 2021 (minimum 4 days prior to bid opening)</b>
Bid Opening	<b>10:00 AM October 1, 2021</b>
Bid Evaluation/Short List of Firms	
Interview of Short-listed Firms	
Contract Negotiation	
Bids Valid Until	<b>November 30, 2021</b> (minimum 60 days per GA Code 36-91-41)

2. CONTACT PERSON: The contact person for this BID is Dodd Ferrelle, Winterville Mayor. Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this BID must be requested from the contact person, in writing via facsimile at (706) 742-5476 or [WintervilleMayor@gmail.com](mailto:WintervilleMayor@gmail.com). Technical questions may be directed to Tom Doonan at (706) 296-3131, fax: (706) 742-5476 or email: [tddoonan@gmail.com](mailto:tddoonan@gmail.com). He will serve as the Project Manager/General Contractor for the project. Contracts will be awarded to three Subcontractors – one for plumbing, one for electrical work, and one for general construction.

3. ADDITIONAL INFORMATION/ADDENDA: The City of Winterville will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements, or explanations other than those made in this Invitation for Bid or in any addendum to this Invitation for Bid. Where there appears to be a conflict between the Invitation for Bid and any addenda issued, the last addendum issued will prevail.

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

Bidders who obtain this BID document from the [City of Winterville Website](#) or the City of Winterville or from any source other than the City of Winterville **are advised to revisit the [City of Winterville website](#)** to obtain any addenda that may be issued. The City of Winterville assumes no responsibility for Bidders' failure to acknowledge any addenda issued.

4. **LATE SUBMITTAL, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Bid submittals received after the bid opening date and time will not be considered. Modifications received after the bid opening date will not be considered. The City of Winterville assumes no responsibility for the premature opening of a bid not properly addressed and identified and/or delivered to the proper destination.

5. **WITHDRAWAL OF BID** A Bidder may withdraw their bid before the expiration time during which bids may be submitted without prejudice to the Bidder by submitting a written request of withdrawal to the Mayor of Winterville.

6. **REJECTION OF BIDS**: The City of Winterville may reject all bids and reserves the right to waive any irregularities or informalities in any bid or in the bid submission procedure.

Bid submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

7. **UNBALANCED BIDS**: The City of Winterville may reject a bid as non-responsive if the bid prices are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated in relation to the cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

8. **DISCREPANCY IN UNIT PRICE**: In case of discrepancy between a unit price and an extended price and total amount, the unit price be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

9. **ACCEPTANCE OF BID (AWARDS)**: It is the intent of the City of Winterville to award subcontracts to the lowest responsible Bidders provided the bids have

been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the City's judgment, is in the City's own best interest.

10. STATEMENT OF EXPERIENCE AND QUALIFICATIONS: The Bidders may be required, upon request, to prove to the satisfaction of the City of Winterville that they have the skill and experience and the necessary facilities and ample financial resources to perform the contracts 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.
11. MINIMUM BID ACCEPTANCE PERIOD: Bids shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of bids.
12. NON-COLLUSION AFFIDAVIT: By submitting a bid, the Bidder represents and warrants that (1) such bid is genuine and not a sham or collusive or made in the interest or behalf of any person not therein named; (2) 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 submitting; and (3) the Bidder has not in any manner sought by collusion to secure to that Bidder any advantage over any other Bidder.  
  
By submitting a bid, the Bidder represents and warrants that no official or employee of the City of Winterville 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.
13. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE: By submitting a proposal and executing the attached affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to the City of Winterville at the time the Subcontractor is retained to perform such services.
14. COST INCURRED BY BIDDERS: All expenses involved with the preparation and submission of the bid to the City of Winterville, or any work performed in connection therewith, is the responsibility of the Bidders.
15. MINORITY BUSINESS ENTERPRISE POLICY STATEMENT: It is the policy of the City of Winterville government that no person or business shall be excluded from participation, denied the benefit of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, sex, or sexual orientation.



16. HOLD HARMLESS AND INDEMNIFICATION: The Bidder shall indemnify, defend and hold harmless the City of Winterville, its officers, employees, and agents from and against all loss, costs, expenses (including attorneys' fees), claims, suits, and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Bidder, its officers, employees, and agents under any terms of this contract. The Bidder shall maintain a contractual liability endorsement to its commercial general liability insurance policy, specifically endorsed to cover the indemnity provision of this Section.
17. PRE-BID CONFERENCE: **An optional, pre-bid conference** to respond to all inquiries with regards to this project will be held at **[TIME, DATE]** in the Winterville Auditorium located at 373 North Church Street in Winterville, Georgia. The point of contact for the Pre-Bid Conference is Tom Doonan who can be reached by phone (706-296-3131) or email ([tddoonan@gmail.com](mailto:tddoonan@gmail.com)). Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to inspect the site shall in no way relieve any Bidder from any obligation in respect to their bid.
18. BID OPENING: All bids will be opened in public and read aloud at the time and place of the bid opening.
19. COMMENCEMENT OF WORK AND WORK PERIOD: The City of Winterville expects to award the contract within 60 days of the bid opening date for work to commence within 30 workdays of the award of contracts.
20. INDEPENDENT SUBCONTRACTOR: The Subcontractor shall not be an employee of the City of Winterville but shall be an independent Subcontractor. Nothing in this agreement shall be construed as authority for the Subcontractor to make commitments that shall bind the City or to otherwise act on behalf of the City, except as the City may expressly authorize in writing.
21. BID SECURITY: Bid security shall be made payable to the City of Winterville in the amount of 5% of the bid sum. Security shall be an original bid bond issued by a surety licensed to conduct business in the State of Georgia and be included on the Federal Approved Surety List. The successful Bidders' security will be retained until they have signed the Contract and furnished the required payment and performance bonds. The City reserves the right to retain the security of the other Bidders until the successful Bidder enters into a contract or until 60 days after bids are received. If awarded Bidders refuse to enter into a contract, the City will retain their bid security as liquidated damages but not as a penalty. The bid security must be submitted with the Bid. Payment and Performance bonds in

the amount of 100% of the contract total will be required if the contract is awarded.

22. EXECUTION OF CONTRACT: Each Bidder shall be prepared, if so requested by the City of Winterville, to present evidence of their experience, qualifications, and financial ability to carry out the terms of the Contract. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of an official written order from the City to proceed or on the date stipulated in such order.

The awarded Bidders shall assist and cooperate with the City in preparing the formal Contract Agreements and, within 10 days following their presentation, shall execute same and return them to the City.

23. BRAND NAMES: Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the Bidders, including Bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures, or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for the rejection of a bid.

24. WATER AND SEWER UTILITIES: The plumbing Subcontractor shall include and be responsible for in their base bid, costs for the following utility work:

Subcontractor shall be responsible for coordinating, with the Unified Government of Athens-Clarke County's Public Utilities Department (PUD), work related to connecting the water system to the Unified Government's public water system. The Subcontractor installing water lines must be pre-approved by the PUD.

25. CHANGE ORDERS. Any modifications, changes or alterations to the Bid or contracts documents must be executed in a written change order signed by the Bidder and the City. The Bidder is not authorized to deviate from the Bid or contract documents unless such deviation is specifically and conspicuously identified on a change order executed by the City authorizing the deviation. A change order may be executed without the necessity of additional requests for bids or proposals within the scope of the project when appropriate or necessary

in the performance of the contract provided that Change orders may not be used to evade the purposes of O.C.G.A. § 36-91-20 et seq.

## **SECTION III – INSURANCE REQUIRED FOR SUBCONTRACTORS**

### **CITY OF WINTERVILLE**

Before commencing work under the contract, each Subcontractor shall provide to the City of Winterville, **Attn: Municipal City Clerk**, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The Subcontractors shall procure at their own expense the following insurance coverage as listed below:

#### **General Liability Insurance**

General liability insurance must be taken out in the names of each Subcontractor. Current certificates of insurance shall be provided from the respective agents, listing the City of Winterville, Georgia as an additional insured and certificate holder. Certificates of insurance shall reference **BID #10280 Winterville Auditorium Renovation** as evidencing this requirement. The City requires 30 days prior notice of cancellation to be shown on the certificates.

The insurance companies will only be accepted if they are in good standing with the State of Georgia through the Insurance Commissioner's office. They must also be rated "A" or better with AM Best Company.

The requirement limits are one million dollars per occurrence, two million dollars aggregate, fifty thousand dollars for fire damage, five thousand dollars for medical expenses, one million dollars for products and completed operations, one million dollars or greater for personal and advertising injury. Coverage shall be on a per occurrence basis.

#### **Worker's Compensation Insurance**

Worker's compensation insurance covering all employees of each Subcontractor and any uninsured Subcontractors is required. Current certificates of insurance shall be provided by the respective agents listing the City of Winterville as an additional insured and certificate holder. The City requires 30 days prior notice of cancellation to be shown on the certificates.

The insurance companies will only be accepted if they are in good standing with the State of Georgia through the Insurance Commissioner's office. They must also be rated "A" or better with AM Best Company.

The required limits are statutory benefits and employers' liability of one million dollars for each accident, one million dollars for each employee, and a one-million-dollar policy limit or greater.

#### **Automobile Liability Insurance**

Automobile liability insurance covering all vehicles of the Subcontractors and any borrowed or leased vehicles is required. Current certificates of insurance shall be provided by the respective agents listing the City of Winterville as an additional insured and certificate holder. The City requires 30 days prior notice of cancellation to be shown on the certificates.

The insurance companies will only be accepted if they are in good standing with the State of Georgia through the Insurance Commissioner's office. They must also be rated "A" or better with AM Best Company.

The required limits are one million dollars or greater of combined, single limits on scheduled autos and hired and non-owned auto coverage.

#### **Excess Liability**

Excess liability must be taken out in the names of each Subcontractor. Current certificates of insurance shall be provided by the respective agents listing the City of Winterville as an additional insured and certificate holder. The City requires 30 days prior notice of cancellation to be shown on the certificates.

The insurance companies will only be accepted if they are in good standing with the State of Georgia through the Insurance Commissioner's office. They must also be rated "A" or better with AM Best Company.

The required coverage limit is one million on a per occurrence basis. The City of Winterville reserves the right to request a higher limit if the completed job amount will exceed this amount.

#### **Subcontractor's General Liability and Auto Insurance**

A Subcontractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, subcontractors' general liability and auto insurance of the type and amount specified previously.

#### **Performance Bond and Payment Bond**

Any bid exceeding \$50,000 requires a performance and payment bond in the amount of 100% of the job. The bid bond will be submitted after a contract award is made and the dollar amount for the award has been determined. No material deviation from this language will be accepted. These documents must be filled out completely and notarized with appropriate power of attorney form attached.

The bonding company will only be accepted if it is in good standing within the State of Georgia through the Insurance Commissioner's office. It must also be rated "A" or better with AM Best Company. The bonding company must appear on the Federal register of approved companies.

### **SECTION IV – GENERAL CONDITIONS**

- A. Subcontractor shall furnish all service, personnel, material, tools and equipment as necessary for completion of the **Winterville Auditorium Renovation** in accordance with specifications.
- B. SUBCONTRACTOR'S INVOICE:

- a. The Subcontractor shall prepare and submit invoices to the Winterville City Hall address specified on individual orders. If the invoice does not comply with these requirements, the Winterville City Hall will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
  - i. Name and address of the Subcontractor.
  - ii. Invoice date and invoice number. (The Subcontractor should date invoices as close as possible to the date of the mailing or transmission.)
  - iii. Purchase order number for supplies delivered or services performed.
  - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - v. Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
  - vi. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - vii. Any other information a documentation required by the contract (e.g., evidence of shipment).
- C. TERMINATION FOR CAUSE: The City of Winterville reserves the right to terminate a resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Subcontractor at least ten (10) days before the effective date of termination. The Subcontractor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. The Subcontractor has the right to terminate this contract for cause by providing a written notice of intent to the Winterville Municipal City Clerk to terminate at least ten (10) days prior to the effective date of the contract termination.
- D. REPORTING DISPUTES: The Subcontractor shall report any contract disputes and/or problems to the Winterville Municipal City Clerk, both verbally and in writing, within 48 hours of their occurrence.
- E. SAFETY: The Subcontractor shall always take every precaution for the protection of persons and property, including the City's employees and property and its own. The Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work under this Subcontractor.

The Subcontractor shall maintain an adequate safety program to ensure the safety of their employees and all other individuals working under this contract. In addition, the Subcontractor must also provide the City of Winterville with a written safety program that they intend to follow in pursuing work under this contract. No work under this contract will be permitted until the City is assured that the Subcontractor has an adequate safety program in effect.

- F. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the City of Winterville. If a portion of the work is approved for subcontracting, the Subcontractor shall remain fully liable and responsible for the work to be done by their subcontractor(s) and shall assure compliance with all requirements of this contract.

G. DIFFERING SITE CONDITIONS:

- a. The Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to the City of Winterville's Project Manager of subsurface or latent physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- b. The City of Winterville's Project Manager shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the work under this contract, whether changed because of the conditions, an equitable adjustment may be made under this clause and the contract modified in writing by a change order.
- c. No request by the Subcontractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Subcontractor has given the written notice required.
- d. No request by the Subcontractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

H. MATERIAL AND WORKMANSHIP:

- a. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the City of Winterville's Project Manager, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- b. The Subcontractor shall obtain the City of Winterville's Project Manager's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Subcontractor shall furnish to the City of Winterville's Project Manager the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the City of Winterville's Project Manager, the Subcontractor shall also obtain the City of Winterville's Project Manager's approval of the material or articles which the Contract contemplates incorporating into the work. When requesting approval, the Subcontractor shall provide full information concerning the material or articles. When directed to do so, the Subcontractor shall submit samples for approval at the Subcontractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- c. All work under this contract shall be performed in a skillful and workmanlike manner. The City of Winterville's Project Manager may require, in writing, that the Subcontractor remove from the work any employee the City of Winterville's Project Manager deems incompetent, careless, or otherwise objectionable.
  
- I. SUPERINTENDENCE BY THE SUBCONTRACTOR: At all times during performance of this contract and until the work is completed and accepted, the Subcontractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the City of Winterville's Project Manager and has authority to act for the Subcontractor.
- J. PERMITS AND RESPONSIBILITIES: The Subcontractor shall, without additional expense to the City of Winterville, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor's fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- K. OTHER CONTRACTS: The City of Winterville may undertake or award other contracts for additional work at or near the site of the work under this contract. The Subcontractor shall fully cooperate with the other Subcontractors and with City of Winterville employees and shall carefully adapt scheduling and performing the work under this contract accommodate the additional work, heeding any direction that may be provided by the City of Winterville's Project Manager. The Subcontractor shall not commit or permit any act that will interfere with the performance of work by any other Subcontractor or by City of Winterville employees.
- L. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
  - a. The Subcontractor shall preserve and protect all vegetation (such as trees, shrubs, and grass), structures, equipment, utilities and improvements on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workers, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the City of Winterville's Project Manager.
  - b. The Subcontractor shall protect from damage all existing improvements and utilities
    - i. At or near the work site, and
    - ii. On adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor



shall repair any damage to those facilities, including those that are the property of the third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the City of Winterville's Project Manager may have the necessary work performed and charge the cost to the Subcontractor.

M. OPERATIONS AND STORAGE AREAS:

- a. The Subcontractor shall confine all operations (including storage of materials) on the City of Winterville premises to areas authorized or approved by the City of Winterville's Project Manager. The Subcontractor shall hold and save the City of Winterville, its officers and agents, free and harmless from liability of any nature occasioned by the Subcontractor's performance.
- b. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the City of Winterville's Project Manager and shall be built with labor and materials furnished by the Subcontractor without expense to the City. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its expense upon completion of the work. With the written consent of the City of Winterville's Project Manager, the buildings and utilities may be abandoned and need not be removed.
- c. The Subcontractor shall, under regulations prescribed by the City of Winterville's Project Manager, use only established roadways, or use temporary roadways constructed by the Subcontractor when and as authorized by the City of Winterville's Project Manager. When materials are transported in production of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect them from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

N. CLEANING UP: The Subcontractor shall always keep the work area (including storage areas) free from accumulations of waste materials. Before completing the work, the Subcontractor shall remove from the work site any rubbish, tools, scaffolding, equipment, and materials that are not properly of the City of Winterville. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City of Winterville's Project Manager.

O. ACCIDENT PREVENTION:

- a. The Subcontractor shall provide and maintain work environments and procedures that will:
  - i. Safeguard the public and the City of Winterville personnel, property, materials, supplies, and equipment exposed to Subcontractor operations and activities;
  - ii. Avoid interruptions of City operations and delays in project completion dates; and
  - iii. Control costs in the performance of this contract.

- b. For these purposes, on contracts for construction or dismantling, demolition, or removal of improvements, the Subcontractor shall:
    - i. Provide appropriate safety barricades, signs, and signal lights,
    - ii. Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910, and
    - iii. Ensure that any additional measures the City of Winterville Project Manager determines to be reasonably necessary for the purposes are taken.
  - c. Whenever the City of Winterville's Project Manager becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or City personnel, the Project Manager shall notify the Subcontractor orally, with written confirmation, and request the immediate initiation of corrective action. This notice, when delivered to the Subcontractor or the Subcontractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Subcontractor shall immediately take corrective action. If the Subcontractor fails or refuses to promptly take corrective action, the Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Subcontractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause. The Subcontractor shall insert this clause, including this paragraph with appropriate changes in the designation of the parties, in subcontracts.
- P. JOINT VENTURES:
- a. Each co-venturer (hereinafter "Partner") in a joint venture (JV) must meet the minimum experience requirement as outlined in the Bid. If a JV is presented, then the JV shall submit a statement specifying the distribution of ownership in the JV (i.e.: Firm A = 60%, Firm B = 40%)
  - b. The JV shall designate a Partner in Charge who shall act as the point of contact for both the present and future should City of Winterville need to contact them. Also, the JV Partner in Charge shall complete at least 50% of the work as defined in the Bid.
  - c. Each partner within the JV must be properly licensed for the scope of work on the project.

## **SECTION V – BID SPECIFICATIONS AND SCOPE OF WORK**

### **A. INTRODUCTION**

The scope of work for this renovation project includes the installation of (1) men's and women's restrooms serving the main auditorium area, (2) backstage men's and women's dressing rooms, (3) a backstage bathroom with shower, (4) an ADA-compliant ramp to access the backstage area, and (4) a commercial deck. Specific items listed below are minimum standards (see **SECTION II.B.23 BRAND NAMES** for additional information).

### **B. PLUMBING SYSTEM**

The men's restroom next to the lobby area requires one standard stall with one (1) white Kohler Wellworth Two-Piece Elongated 1.28 Gpf Toilet (Part #K-3998-0) and one (1) white Bemis Commercial Heavy-duty Plastic Toilet Seat (Part #1955CT); one ADA-compliant stall with one (1) white Kohler Highline Comfort Height Two-piece Elongated 1.28 Gpf Chair Height Toilet (Part #K-3999-0) and one (1) white Bemis Commercial Heavy-duty Plastic Toilet Seat (Part #1955CT); one (1) white Kohler Bardon High-efficiency Urinal (heu), Washdown, Wall-hung, 0.125 Gpf to 1.0 Gpf, Top Spud (Part #K-4991-ET-0); two (2) white Winfield 19" Round Self-rimming Lavatory, 3 Faucet Holes (Part #L1919) with two (2) chrome Delta Commercial Hdf: Single Handle Centerset Lavatory Faucets (Part #501LF-HGMHDF); one (1) Rheem P50 Gal 240v Professional Classic Residential Electric Water Heater (Part #PROE50-T2RH95); and one (1) Mustee Mop Service Basin 24x24x10 For 3" Dwv (Part #28T9).

The women's restroom next to the lobby area requires three standard stalls with one (1) white Kohler Wellworth Two-Piece Elongated 1.28 Gpf Toilet (Part #K-3998-0) and one (1) white Bemis Commercial Heavy-duty Plastic Toilet Seat (Part #1955CT); one ADA-compliant stall with one (1) white Kohler Highline Comfort Height Two-piece Elongated 1.28 Gpf Chair Height Toilet (Part #K-3999-0) and one (1) white Bemis Commercial Heavy-duty Plastic Toilet Seat (Part #1955CT); two (2) white Winfield 19" Round Self-rimming Lavatory, 3 Faucet Holes (Part #L1919) with two (2) chrome Delta Commercial Hdf: Single Handle Centerset Lavatory Faucets (Part #501LF-HGMHDF); and one (1) Mustee Mop Service Basin 24x24x10 For 3" Dwv (Part #28T9).

The backstage bathroom requires one (1) white Kohler Highline Comfort Height Two-piece Elongated 1.28 Gpf Chair Height Toilet (Part #K-3999-0) and one (1) white Bemis Commercial Heavy-duty Plastic Toilet Seat (Part #1955CT); one (1) white Winfield 19" Round Self-rimming Lavatory, 3 Faucet Holes (Part #L1919) with one (1) chrome Delta Commercial Hdf: Single Handle Centerset Lavatory Faucet (Part #501LF-HGMHDF); one (1) Rheem P50 Gal 240v Professional Classic Residential Electric Water Heater (Part #PROE50-T2RH95); one (1) Aquatic 48" X 33 1/2" X 76" Acrylx Applied Acrylic Supercore Shower – Center Drain (Part #1483CST); and one (1) Mustee Mop Service Basin

24x24x10 For 3" Dwv (Part #28T9). The plumbing system is depicted on the blueprints labeled **PLUMBING SHEETS 5 and 6**.

#### **C. ELECTRICAL SYSTEM**

Potential subcontractors will only need to quote labor costs. The City of Winterville will purchase all electrical fixtures.

The electrical system is depicted on the blueprint labeled **ELECTRICAL SHEET 4**.

#### **D. GENERAL CONSTRUCTION**

Potential subcontractors will only need to quote labor costs. The City of Winterville will purchase all construction materials.

The general construction is depicted on the blueprints labeled **ELEVATION SHEETS 1 and 2, FLOOR PLAN SHEET 3, and DECK SHEET 7**.

**MANDATORY SUBMITTAL**

**SECTION VI-A: BID BOND**

STATE OF GEORGIA  
COUNTY OF CLARKE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Winterville, Georgia in the sum of Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the City of Winterville, Georgia a Bid for work specified in **BID #10280 WINTERVILLE AUDITORIUM RENOVATION**.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the City of Winterville, Georgia each in an amount of 100 percent of the total Contract Price, in form satisfactory to the City of Winterville, Georgia; it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Winterville, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with O.C.G.A. §36-91-1 et. seq. and all the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUBCONTRACTOR – PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_  
*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

Address: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

(SEAL)

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

SURETY: \_\_\_\_\_

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

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

Address: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

(SEAL)

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

Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of VII or higher.

**MANDATORY SUBMITTAL**

**SECTION VI-B: BID FORM AND STATEMENT OF BIDDERS QUALIFICATION**

CITY OF WINTERVILLE  
BID #10280

NAME AND ADDRESS OF BIDDER:

Company Name/Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**City of Winterville**

Attn: Municipal City Clerk

125 N. Church Street

Winterville, GA. 30683

**PROJECT: BID #10280 WINTERVILLE AUDITORIUM RENOVATION**

**GENTLEMEN/LADIES:**

1. Having carefully examined the Bidding Documents of the TITLE **BID #10280 WINTERVILLE AUDITORIUM RENOVATION** dated \_\_\_\_\_ and Addendum  
a. \_\_\_\_\_, as well as the premises and conditions affecting the Work, the Undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which sum is hereinafter called the "Base Bid."
2. The Undersigned agrees that this Bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.
3. In case they are notified in writing by mail, telegraph, facsimile, or delivery of the acceptance of this Bid within sixty (60) days after the time set for the opening of bids, the Undersigned agrees to execute within ten (10) days of contract for the Work for the above-stated compensation.
4. Time for completion: The Undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) calendar days of the date of the Proceed Order and complete the work ready for use not later than the number of calendar days after the Subcontractor receives the Proceed Order as set forth below:



**NUMBER OF CALENDAR DAYS REQUIRED TO COMPLETE PROJECT: 120 days**

The time stated for completion shall include final cleanup of the premises.

5. The Bidder shall deliver to the City of Winterville, Georgia, a list of all subcontractors proposed for the work whose subcontracts will be \$50,000.00 or more, with this Solicitation, as outlined in Section II – Bid Submittal Instructions

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Authorized Representative/Title (*print or type*)

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Authorized Representative (*Signature*)

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Date

**MANDATORY SUBMITTAL**

**SECTION VI-B1: BID FORM AND STATEMENT OF BIDDERS QUALIFICATIONS**

The Bidder submits the following statement of Bidders qualifications for consideration of the Owner.

1. Have you ever failed to complete any work awarded to you? If so, where and why?

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2. Have you ever defaulted on a Contract? If so, where and why?

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3. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. \_\_\_\_\_

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4. Experience in work similar in importance to this project.

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5. Background and experience of the principal members of your organization, including officers.

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*(To be subscribed and sworn to before a Notary)*

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized, and Bidder acknowledges and agrees that the City is relying upon the truth of Bidder's statements contained herein. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information s/he desires. Attach all additional sheets to this Solicitation for Sealed Bid.

6. Legal Name of Bidder: \_\_\_\_\_

7. Permanent Main Office Address:

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**SECTION VI-B2: BID FORM AND STATEMENT OF BIDDERS QUALIFICATION**

8. When organized \_\_\_\_\_
9. If a corporation, where incorporated? \_\_\_\_\_
10. Number of years engaged in the contracting business under your present firm or trade name? \_\_\_\_\_
11. Credit available for this contract?  
\_\_\_\_\_  
\_\_\_\_\_
12. Contracts now in hand (Gross Amount).  
\_\_\_\_\_  
\_\_\_\_\_
13. General character of work performed by your company:  
\_\_\_\_\_  
\_\_\_\_\_
14. Have you ever refused to sign a contract at the original bid? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_
15. Provide a bank reference: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications,

\_\_\_\_\_  
Authorized Representative/Title (*print or type*)

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

\_\_\_\_\_  
Date

**MANDATORY SUBMITTAL**

**SECTION VI-B3: BID FORM AND STATEMENT OF BIDDERS QUALIFICATION**

The foregoing statement of qualifications is submitted under oath.

Under oath, I certify that I am a principal or other representative of the firm of \_\_\_\_\_ and that I am authorized by it to execute the foregoing bid on its behalf. I am a principal person of the foregoing with management responsibility for the foregoing subject matter and as such I am personally knowledgeable of all its pertinent matters. The foregoing statements of acts in the foregoing bid are true.

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, labor, supplies or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid.

The full names and address of persons and firms interested in the foregoing bid as principals are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_

\_\_\_\_\_ being duly sworn exposes and says s/he is  
\_\_\_\_\_ of \_\_\_\_\_ and that the answers  
to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to be before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

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

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_,

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Notary Seal

**MANDATORY SUBMITTAL**

**SECTION VI-C; ADDENDA ACKNOWLEDGEMENT**

The Offeror has examined and carefully studies the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.	Dated	Acknowledgement	Initial _____

**Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the requirements of the City of Winterville, Georgia.**

**MANDATORY SUBMITTAL**

**SECTION VI-D: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC)  
AFFIDAVIT**

**COMPANY NAME:** \_\_\_\_\_

The City of Winterville, Georgia and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 of the rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Subcontractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 is attested to on the executive Subcontractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Subcontractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02; such affidavit being in the form attached hereto; and

The failure of Subcontractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Subcontractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Subcontractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the City of Winterville, Georgia shall be entitled to all available remedies, including termination of the contract and damages.

*SEE AFFIDAVIT ON FOLLOWING PAGE*





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Notary Public

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

**SECTION VI-E: BID SCHEDULE**

<b>BID EVENT</b>	<b>DATE</b>	<b>TIME (EDT)</b>
<b>BID DOCUMENT DISTRIBUTED</b> _____		<b>&lt;5:00 P.M.</b>
<b>OPTIONAL BIDDER'S CONFERENCE</b> _____		<b>10:00 A.M.</b>
<b>BID SUBMISSIONS DUE/BID OPENING</b> _____		<b>4:00 P.M.</b>
<b>CONTRACT AWARDED (LATEST DATE)</b> _____		<b>5:00 P.M.</b>

**COMPANY NAME:** \_\_\_\_\_

**SECTION VI-F: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT-  
REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
ACT**

***SAVE AFFIDAVIT***

By executing this affidavit under oath, as an applicant for a City of Winterville, Georgia contract or other public benefit as referenced in the Georgia Security and Immigration Act (O.C.G.A. §50-36-1 *as amended*), the undersigned applicant representing

\_\_\_\_\_  
(name of business)

verifies one of the following with respect to my application for a public benefit.

- \_\_\_\_\_ 1. **I am a United States citizen** (document example: Driver's License, US Passport, US Military Card, etc.)
- \_\_\_\_\_ 2. **I am a legal permanent resident of the United States of America**  
(Document Example: I-551 Permanent Resident Card, Certificate of Citizenship, etc.)
- \_\_\_\_\_ 3. **I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency is:** \_\_\_\_\_  
(Document Example: Temporary Resident Card, Employment Authorization Card, etc.)

**The undersigned applicant also hereby verifies that s/he is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1-(e), with this affidavit.**

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_  
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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city)  
and \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

PLEASE COMPLETE THIS AFIDAVIT AND SUBMIT A COPY OF THE IDENTIFICATION DOCUMENT (front and back) FROM THE LIST ON THE BACK OF THIS FORM.

**PRESENT IN PERSON** at 125 North Church Street, Winterville, GA. 30683 **OR FAX TO** 706-742-5476 **OR E-MAIL TO** [cityhall@cityofwinterville.com](mailto:cityhall@cityofwinterville.com) and be sure to REFERENCE YOUR BUSINESS NAME IN THE SUBJECT LINE OF YOUR BUSINESS NAME IN THE SUBJECT LINE OF YOUR E-MAIL.

THIS AFFIDAVIT CANNOT BE NOTARIZED BY THE CITY OF WINTERVILLE OFFICE

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**Secure and Verifiable Documents under O.C.G.A. § 50-36-2**

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver's license issued by one of the United States, \*the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, \*the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federal recognized Native America tribes may be found at:  
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirector/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]

- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizen and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(b)(3)]

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**FOR CITY OF WINTERVILLE, GEORGIA USE ONLY:**

ID DOCUMENT PRESENTED: \_\_\_\_\_

VERIFIED BY SAVE: \_\_\_\_\_

PROCESSED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**MANDATORY SUBMITTAL**

**SECTION VI-G: CORPORATE CERTIFICATE**

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Bidder in the foregoing bid; that \_\_\_\_\_

Who signed said bid on behalf of the Bidder was then \_\_\_\_\_

Of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Signature

---

SEAL

**MANDATORY SUBMITTAL**

**SECTION VI-H: PARTNERSHIP CERTIFICATE**

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

personally who executed the above instrument, who, being by me first duly sworn, did depose

and say that s/he is a general partner in the firm of \_\_\_\_\_

And that said firm consists of her/himself and \_\_\_\_\_ and s/he

or s/he executed the foregoing instrument on behalf of said firm for the uses and purposes

stated therein, and that no one except the above-named members of the firm have any

financial interest whatsoever in said proposed contract.

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Partner Signature

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

\_\_\_\_\_  
Dated

My Commission Expires  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Seal

**NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the company must be attached; otherwise, all partners must sign.**



**24 HOUR SUBMITTAL**

**SECTION VI-I: NONCOLUSSION AFFIDAVIT OF PRIME BIDDER**

**NON-COLUSSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

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

1. They are \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respect such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winterville, Georgia or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in the interest, including the affiant.

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Notary Public

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Dated

My Commission Expires

\_\_\_\_\_, 20 \_\_\_\_

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Notary Seal

**24 HOUR SUBMITTAL**

**SECTION VI-J: SUBSUBCONTRACTOR LISTING**

**SUBSUBCONTRACTOR LISTING**

**TO: The City of Winterville, Georgia**  
Post Office Box 306  
Winterville, GA. 30683-0306  
Hereafter called "Owner"

1. Pursuant to bidding requirements for the work titled:

**BID #10280 WINTERVILLE AUDITORIUM RENOVATION**

The undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the work with his own force.

2. **Portion of the Work:**

**Subcontractor Name & Address:**

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**USE ADDITIONAL SHEETS IF REQUIRED**

**BIDDER** (*signature*): \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM**

**24 HOUR SUBMITTAL**

**SECTION VI-K: NON-COLUSSION AFFIDAVIT OF SUBCONTRACTOR**

**NON-COLUSSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

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

1. They are \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as the "Subcontractor;"
2. S/he is fully informed respecting the preparation and contents of the Subcontractor's Bid submitted by the Subcontractor to \_\_\_\_\_ the Bidder, for certain work in connection with the construction of \_\_\_\_\_ pertaining to the project at \_\_\_\_\_;
3. Such Subcontractor's bid is genuine and is not a collusive or sham bid;
4. Neither the Subcontractor no any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or lawful agreement any advantage against the City of Winterville, Georgia or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in the interest, including this affiant.

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Dated

My Commission Expires

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Seal

**MANDATORY SUBMITTAL**

**SECTION VI-L: GDOT TITLE VI ASSURANCES**

The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, USC 200d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

**BIDDER** (*signature*): \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

***PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM***

## **SECTION VI-M: UNDERSTANDING OF FEDERAL REQUIREMENTS**

### **UNDERSTANDING OF FEDERAL REQUIREMENTS**

This is to certify that the Subcontractor is aware that contract services will be paid with federal Community Development Block Grant funds provided by the City of Winterville, Georgia and as such, the project is subject to federal procurement requirements per CFR Part 84 as well as the following federal requirements. The Subcontractor hereby assures and certifies that it and all subcontractors will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of the federal funds for this federally assisted program. Also, the Subcontractor gives assurances and certifies with respect to the contract that:

#### **1. Certifications**

- a. The Subcontractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an Agreement of Understanding for a commission, percentage, brokerage, or contingent fee. For breach of violation of this warranty, the Grantee shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of commission, percentage, brokerage or contingent fee; and
- b. The Subcontractor shall comply with the certification requirements of the Drug Free Workplace Act of 1988 (42 U.S.C. 701), as set forth at 24 CFR Part 24, subpart F.
- c. Anti-Lobbying Certification – Federally appropriated funds have not and will not be used to undertake any prohibited lobbying activity.

#### **2. Other Applicable Regulations**

The Subcontractor shall be responsible for complying with the applicable regulations and maintaining all required records pertaining to the implementation of the work as listed, but not limited to the following:

- a. Procurement Standards 24 CFR Part 84.40-48
- b. Davis-Bacon Act
- c. Equal Employment Opportunity & Non-Segregated Facilities
- d. Copeland Anti-Kickback Act
- e. Payrolls and Payroll Clerk Certifications
- f. Bonding Requirements
- g. Insurance Requirements
- h. Posting of EEO, OSHA, and Wage Scale Posters
- i. Federal Debarment Policy
- j. Compliance with Clean Water Act

#### **3. Federal Requirements Clauses**

In addition, all contracts shall include any clauses required by federal statutes, executive orders, and their implementing regulations as provided by 24 CFR Part 84.

**BIDDER (signature):** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_