**DATE:** **October 14, 2026**

**TO:** GENERAL CONSTRUCTION CONTRACTORS

**SUBJECT:** BID #27021 Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID

You are invited to submit a bid for replacing the irrigation valves at Holland Youth Sports Complex for the Unified Government of Athens-Clarke County (ACCUG).

The project consists of replacing 21 irrigation valves at the Holland Youth Sports Complex.

The estimated range of this project is $50,000 - $60,000.

Inquiries regarding Bids should be made to Edward Tulenko, Senior Buyer, email accbids@accgov.com. Technical questions may be directed to Project Manager, Julia Johnson, email Julia.johnson@accgov.com.

**A Mandatory pre-bid conference** to respond to all inquiries with regards to this project will be held at 9:00 AM, ET, October 20, 2026 at Holland Youth Sports Complex, located at 250 Vincent Drive, in Athens, Georgia. Potential BIDDERS are REQUIRED to attend.

Attached hereto are the bid form, bid specifications, and general instructions.

The written specifications contained in this bid shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written specifications for this bid may result in rejection of the bid by the Unified Government of Athens-Clarke County.

Bids are to be sealed, marked with the bidder's name and address and labeled: **"Bid #27021 Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID"** and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, GA. 30601

Not later than 10:00 AM, ET, Wednesday, November 18, 2026

The Bidder shall affix to the outside of its sealed bid envelope, its Unified Government of Athens-Clarke County Vendor Number, its Georgia Contractor License Number, Bidder's name, Bidder's address, and project title.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706) 613-3088 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits 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, or sex.

The Unified Government of Athens-Clarke County reserves the right to reject any and all bids, to waive any technicalities or irregularities and to award the bid based on the highest and best interest of the Unified Government of Athens-Clarke County.

Jessica Beri
Purchasing Administrator

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

# BID #27021

## Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID

**For**

**LEISURE SERVICE DEPARTMENT**

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON

Tuesday, October 20, 2026 at 9:00 AM, ET, at Holland Youth Sports Complex, located at 250 Vincent Drive, in Athens, Georgia. Potential BIDDERS are REQUIRED to attend.

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Not later than 10:00 AM, ET, Wednesday, November 18, 2026.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
FINANCE DEPARTMENT, PURCHASING DIVISION
375 SATULA AVENUE
ATHENS, GA. 30601

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE PURCHASING DIVISION OF THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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**ISSUE DATE: October 14, 2026**

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## SECTION I – 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 DELETED
- ☐ 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 CORPORATE CERTIFICATE
- ☐ Section VI-F PARTNERSHIP CERTIFICATE

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

- ☐ Section VI-G NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- ☐ Section VI-H SUBCONTRACTOR LISTING
- ☐ Section VI-I NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

**BID SUBMISSION AND DELIVERY INSTRUCTION:** ALL bid copies must be submitted in a sealed envelope or container with the **OUTER MOST** Container stating the Unified Government of Athens-Clarke County Vendor Number (ACCUG Vendor number), address, telephone number, the BID number and title (**BID #27021 "IRRIGATION VALVE REPLACEMENT AT HOLLAND YOUTH SPORTS COMPLEX RE-BID"**). If you do not know your vendor number, please call **706-613-3088 or email:** **accpurchasing@athensclarkecounty.com** If you do not have a vendor number, you will be invited to register if you are awarded. PLEASE NOTE: vendor registration will not be processed for bidding purposes only.

☐ **One (1) unbound marked original of the complete signed bid**
☐ **One (1) USB Flash drive with the complete signed bid.**

**are to be delivered to:**

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, GA. 30601

Not later than 10:00 AM, ET, Wednesday, November 18, 2026

Hand delivered copies may be delivered to the above address only between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the Unified Athens-Clarke County.

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**

# THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
# INVITATION FOR BID #27021
# FOR
# IRRIGATION VALVE REPLACEMENT AT HOLLAND YOUTH SPORTS COMPLEX
# RE-BID

## SECTION II – INVITATION FOR BID OVERVIEW AND PROCEDURES

A. PURPOSE

The Unified Government of Athens-Clarke County is soliciting Bids for irrigation valve replacement at Holland Youth Sports Complex from responsible contractors.

B. INFORMATION TO BIDDERS

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Bid Documents Available……Wednesday, October 14, 2026

Pre-Bid Conference (MANDATORY) …….9:00 AM, October 20, 2026.,
at Holland Youth Sports Complex, located at 250 Vincent Drive, in Athens, Georgia.

Deadline for submission of questions……..…….4:00 PM, ET, November 5, 2026

Bid Opening……....10:00 AM, ET, Wednesday, November 18, 2026

Bids Valid Until …….120 days from bid opening

3. CONTACT PERSON: The contact person for this BID is Edward Tulenko, Senior Buyer. Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this BID must be requested from the contact person, in writing via e-mail to accbids@accgov.com. Technical questions may be directed to Julia Johnson, Project Manager via e-mail to Julia.johnson@accgov.com.

4. ADDITIONAL INFORMATION/ADDENDA: The Unified Government of Athens-Clarke County 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 which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the Owner's requirements***

Bidders who obtain this BID document from Georgia Procurement Registry or Athens Clarke County or from any source other than the Unified Government of Athens-Clarke County Purchasing **are advised to re-visit the** Georgia Procurement Registry **site to obtain any addenda which may be issued.** The Unified Government of Athens-Clarke County assumes no responsibility for Bidders' failure to acknowledge any addenda issued.

5. 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 Unified Government of Athens-Clarke County assumes no responsibility for the premature opening of a bid not properly addressed and identified, and/or delivered to the proper designation.

6. WITHDRAWAL OF BID: A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to the Purchasing Administrator.

7. REJECTION OF BIDS: The Unified Government of Athens-Clarke County may reject any and all bids and reserves the right to waive any irregularities or informalities in any bid or in the bid submittal 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.

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

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

10. ACCEPTANCE OF BID (AWARD): It is the intent of the Owner to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the Owner's judgment, is in the Owner's own best interests.

    The Owner shall have the right to accept Alternates in any order or combination, and to determine the low bidder on the basis of the sum of the base bid.

11. STATEMENT OF EXPERIENCE AND QUALIFICATIONS: The bidder may be required, upon request, to prove to the satisfaction of the Unified Government of Athens-Clarke County that he/she has the skill and experience and the 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.

12. 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.

13. NON-COLLUSION AFFIDAVIT
    By submitting a bid, the bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and 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 submitting and that 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 Unified Government of Athens-Clarke 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 there from.

14. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
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 Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

15. COST INCURRED BY BIDDERS
All expenses involved with the preparation and submission of the bid to the Unified Government of Athens-Clarke County, or any work performed in connection therewith is the responsibility of the bidder(s).

16. AMERICANS WITH DISABILITIES ACT (ADA)
A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706) 613-3088 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

17. MINORITY BUSINESS ENTERPRISE POLICY STATEMENT: It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits 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, or sex..

18. HOLD HARMLESS AND INDEMNIFICATION
The Bidder agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, 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 of the terms of this contract.

19. PRE-BID CONFERENCE: **(MANDATORY) A pre-bid conference** to respond to all inquiries with regards to this project will be held at 9:00 AM, October 20, 2026., at Holland Youth Sports Complex, located at 250 Vincent Drive, in Athens, Georgia.. Potential BIDDERS are required to attend.

20. ON SITE VISIT: Point of Contact for the On-Site Visit is Julia Johnson, Project Manager, who can be reached by phone: (762) 400-7750 or email: Julia.johnson@accgov.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 his bid

21. BID OPENING: All bids will be opened in public and read aloud at the time and place of the bid opening.

22. COMMENCEMENT OF WORK AND WORK PERIOD: The Unified Government of Athens-Clarke County expects to award the contract within 5 days of the bid opening date for work to commence within 30 days.

23. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.

24. BID SECURITY: SECTION DELETED.

25. EXECUTION OF CONTRACT: Each bidder shall be prepared, if so requested by the Owner, to present evidence of his 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 official written order of the Owner to proceed, or on date stipulated in such order.

    The awarded bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within 10 days following its presentation shall execute same and return it to the Owner.

26. BRAND NAMES: Bidders are to bid as specified herein or bid a pre-approved equal. Determination of equality is solely the Unified Government of Athens-Clarke County's responsibility.

27. **SECTION III - INSURANCE REQUIRED FOR CONTRACTORS**

**UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

Contractor shall procure and maintain insurance which shall protect the Contractor and ACCGov from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish ACCGov an insurance certificate listing ACCGov as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect ACCGov. The insurance certificate must provide the following information:

Name and address of authorized agent
Name and address of insured
Name of insurance company (licensed to operate in Georgia)
Description of coverage in standard terminology
Policy period
Limits of liability
Name and address of certificate holder (ACCGov)
Acknowledgement of notice of cancellation to ACCGov
Signature of authorized agent
Telephone number of authorized agent
Details of policy exclusions in comments section of insurance certificate
Additional Insured Endorsement

*Note:* It is the intent of ACCGov that certificates of insurance should comply with the pertinent Rules of the Commissioner of Insurance, which are found in Chapter 120-2-103 of the Official Compilation of the Rules and Regulations of the State of Georgia.

Each policy shall contain a provision that coverage afforded under the policies will not be canceled (or not renewed or allowed to lapse for any reason) until at least thirty (30) days after Owner has received notice thereof as evidenced by return receipt of registered letter. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

The Contractor must submit, along with insurance certificate(s), an additional insured endorsement for all coverages as allowed by statute naming the Unified Government of Athens Clarke County, and a notice of cancellation endorsement.

<u>Coverages and Limits Required:</u>

Workers Compensation Insurance (per Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (a self-insurer must submit a certificate from the Georgia Board of Works Compensation stating that the supplier qualifies to pay its own workers compensation claims). In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

| | |
|---|---|
| Bodily injury by accident – per employee | $100,000 |
| Bodily injury by disease – per employee | $100,000 |
| Bodily injury by disease – policy limit | $500,000 |

Commercial General Liability (CGL):

| | |
|---|---|
| Each Occurrence Limit | $1,000,000 |

| | |
|---|---|
| Personal & Advertising Injury Limit | $1,000,000 |
| General Aggregate Limit | $1,000,000 (per project) |
| Products/Completed Ops. Aggregate Limit | $1,000,000 |
| Automobile Liability: | |
| Combined Single Limit | $1,000,000 |
| Umbrella Liability: | $1,000,000 |

Additional Insured: The vendor or contractor shall add “the Unified Government of Athens-Clarke County, its officers, employees, and agents” as an additional insured under the commercial general, automobile, builder’s risk, contractor’s pollution liability, and umbrella liability policies.

Contractors are responsible for making sure all sub-contractors have the required insurance coverage.

**SECTION IV - GENERAL CONDITIONS**

A. Contractor shall furnish all service, personnel, material, tools and equipment as necessary for completion of irrigation valve replacements in accordance with specifications.

B. CONTRACTOR'S INVOICE:
   a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office 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 Contractor.
      (ii) Invoice date and invoice number. (The Contractor 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 and address to which payment is to be sent.
      (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
      (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).

C. TERMINATION FOR CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the 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 contractor at least ten (10) days before the effective date of termination. The contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. The contractor has the right to terminate this contract for cause by providing a written notice of intent to the Purchasing Administrator to terminate at least ten (10) days prior to the effective date of the contract termination.

D. REPORTING DISPUTES: The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.

E. SAFETY: The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

   The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

F. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Unified Government of Athens-Clarke County Purchasing Office. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

G. DIFFERING SITE CONDITIONS:
   (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Unified Government’s (ACCUG) Project Manager of (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or (2) Unknown 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 ACCUG 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 Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly. (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required. (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

J. 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 Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the ACCUG Project Manager, is equal to that named in the specifications, unless otherwise specifically provided in this contract. (b) The Contractor shall obtain the ACCUG Project Manager’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the ACCUG 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 ACCUG Project Manager, the Contractor shall also obtain the ACCUG Project Manager’s approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor'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 ACCUG Project Officer may require, in writing, that the Contractor remove from the work any employee the ACCUG Project Officer deems incompetent, careless, or otherwise objectionable.

K. SUPERINTENDENCE BY THE CONTRACTOR:

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the ACCUG Project Manager and has authority to act for the Contractor.

L. PERMITS AND RESPONSIBILITIES:

The Contractor shall, without additional expense to the Unified Government of Athens-Clarke County, 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 Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor 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.

M. OTHER CONTRACTS:

The Unified Government of Athens-Clarke County may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Unified Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the ACCUG Project Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Unified Government employees.

N. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) 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 Contractor 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 workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the ACCUG Project Manager. (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a 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 Contractor fails or refuses to repair the damage promptly, the ACCUG Project Manager may have the necessary work performed and charge the cost to the Contractor.

O. OPERATIONS AND STORAGE AREAS:

(a) The Contractor shall confine all operations (including storage of materials) on the Unified Government of Athens-Clarke County premises to areas authorized or approved by the ACCUG Project Manager. The Contractor shall hold and save the Unified Government of Athens-Clarke County, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the ACCUG Project Manager and shall be built with labor and materials furnished by the Contractor without expense to the Unified Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the ACCUG Project Manager, the buildings and utilities may be abandoned and need not be removed. (c) The Contractor shall, under regulations prescribed by the ACCUG Project Manager, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the ACCUG Project Manager. When materials are transported in prosecuting 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 Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

P. CLEANING UP:

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Unified Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the ACCUG Project Manager.

Q. ACCIDENT PREVENTION:

(a) The Contractor shall provide and maintain work environments and procedures which will- (1) Safeguard the public and the Unified Government of Athens-Clarke County personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) Avoid interruptions of Unified Government operations and delays in project completion dates; and (3) Control costs in the performance of this contract. (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall- (1) Provide appropriate safety barricades, signs, and signal lights; (2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and (3) Ensure that any additional measures the ACCUG Project Manager determines to be reasonably necessary for the purposes are taken; (d) Whenever the ACCUG 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 the Unified Government personnel, the ACCUG Project Manager shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor'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 Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the ACCUG Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor 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. (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

R. JOINT VENTURES:

a. Each co-venturer (hereinafter “partner”) in a 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 ACCUG need to contact them. Also, the JV Partner in Charge shall complete at least 50% of the work as defined in the Bid.

c. Both named partners must have been engaged in similar projects of scope and magnitude of mass grading on airports under FAA guidelines and regulations for at least two cumulative years each. Bidder shall submit evidence of such experience.

d. The designated Project Manager must have and show evidence of at least two cumulative years of prior airport mass grading supervisory experience.

e. Each partner within the JV must be properly licensed for the scope of work on the project.

S. NON-DISCRIMINATION ORDINANCE

Contractor agrees to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia, regarding Unlawful Discrimination and agrees to ensure that any and all subcontractors operating pursuant to this solicitation also agree to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia.”

## SECTION V – SCOPE OF WORK

A. SPECIFIC TASKS:
Work shall include, but not be limited to the following:

Irrigation Valve replacement at Holland Park at a quantity of 21 valves.

1. **Valve Type**

   Provide and install ICV Valve, 3-inch glass-filled nylon globe/angle valve with flow control and DC latching solenoid.

   All valves shall be new and free of defects and be tested with a Manual turn-on.

2. **Valve Depth and Elevation**

   Valves shall be installed at a depth of 1.5 to 2 feet below finished ground level.

   Finished ground level should be measured from final grade to centerline of valve).

3. **Valve Boxes**

   Valve boxes shall be **NDS Pro Spec Series** sized either 17” x 30” or 13” x 24”.

   Box size shall be selected based on the number of valves and site layout conditions.

   The lids should be pull-tops.

   NOTE: If 2 valves are close together, they can be installed in the same box.

4. **Valve Grouping**

   Any valves located within 2.5 feet of each other shall be combined into a single valve box where feasible.

   If spacing or site conditions prevent combining valves, the contractor shall use two separate valve boxes of the sizes specified above.

5. **Base Preparation**

   A gravel base shall be installed at the bottom of each valve box.

   Provide a minimum of 3 inches of compacted gravel beneath the valve to allow for drainage and clearance.

6. **Box Installation**

   Valve boxes shall be installed flush with the finished grade.

   Lids shall be set to the final grade and aligned properly to ensure safe and accessible maintenance access.

   NOTE: The facility will be shut down during the valve replacements. There will be no events scheduled at that time that will impact the valve locations.

   NOTE: Locations of the valve shut-offs and the valve locations are shown on the attached map.

SECTION VI BID FORMS

**SECTION VI-A: DELETED**

**COMPANY NAME:** _____

**MANDATORY SUBMITTAL**

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

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

**BID #27021**

**NAME AND ADDRESS OF BIDDER:**

Company Name/Contact Name: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

**The Unified Government of Athens-Clarke County**
Finance Department/Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

**PROJECT: Bid #27021 and Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID**

**GENTLEMEN/LADIES:**

1. Having carefully examined the Bidding Documents of the TITLE **Bid #27021 Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID** 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 of _____ 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 days following such time.

3. In case he is notified in writing by mail, telegraph, facsimile or delivery of the acceptance of this Bid within sixty days after the time set for the opening of bids, the Undersigned agrees to execute within ten days a 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 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 Contractor receives the Proceed Order as set forth below:

   NUMBER OF CALENDAR DAYS REQUIRED TO COMPLETE PROJECT: 30 Days

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

5. The Bidder shall deliver to the Owner, a list of all Subcontractors proposed for the work whose subcontracts will be $50,000.000 or more, with this Solicitation, as outlined in Section II – Bid Submittal Instructions.

| _____ | _____ | _____ |
|---|---|---|
| Authorized Representative/Title *(print or type)* | Authorized Representative *(Signature)* | Date |

**COMPANY NAME:** _____

**MANDATORY SUBMITTAL**

## SECTION VI-B1: BID FORM AND STATEMENT OF BIDDERS QUALIFICATION

**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?_____

_____

_____

_____

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

_____

_____

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

_____

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

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

*(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. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to this Solicitation for Sealed Bid.

6. Legal Name of Bidder: _____

7. Permanent Main Office Address: _____

_____

**COMPANY NAME:** _____

**MANDATORY SUBMITTAL**

## 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 |

**COMPANY NAME:** _____

**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 addresses of persons and firms interested in the foregoing bid as principals are as follows:

| NAME | | TITLE | | ADDRESS |
|---|---|---|---|---|
| | | | | |
| | | | | |

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 that he or she is _____of

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____

Notary Public

My Commission Expires: _____, 20_____.

Notary Seal

**MANDATORY SUBMITTAL**

## SECTION VI-C: ADDENDA ACKNOWLEDGEMENT

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

| | | | | | |
|---|---|---|---|---|---|
| Addendum No. | | dated | | Acknowledgement | |
| Addendum No. | | dated | | Acknowledgement | *Initial* |
| Addendum No. | | dated | | Acknowledgement | *Initial* |
| Addendum No. | | dated | | Acknowledgement | *Initial* |
| | | | | | *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 Owner's requirements.***

**COMPANY NAME:** _____

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

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and 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 Contractor 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 executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor 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 Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor 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, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

*SEE AFFIDAVIT ON FOLLOWING PAGE*

**COMPANY NAME:** _____

**MANDATORY SUBMITTAL**

## SECTION VI-D: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

**(effective July 1, 2013)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, 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 provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned 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: _The Unified Government of Athens – Clarke County_____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____, _____, 202__ in _____, _____.

_____

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:

## 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)

## 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 he or she is a general partner in the firm of _____

and that said firm consists of himself or herself and _____ and that he or she executed the forgoing 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.**

## NONCOLUSSION AFFIDAVIT OF PRIME BIDDER

STATE OF_____, COUNTY OF _____

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

(1) He or she is _____ of _____, the bidder that has submitted the attached Bid;

(2) He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting 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 Unified Government of Athens-Clarke County 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 Seal

_____
Notary Public

_____
Dated

My Commission Expires

_____, 20_____

## SUBCONTRACTOR LISTING

**TO: The Unified Government of Athens-Clarke County**
P.O. Box 1868
Athens, Georgia 30603
Hereinafter called "Owner"

1. Pursuant to bidding requirements for the work titled:

**BID #27021, Irrigation Valve Replacement at Holland Youth Sports Complex RE-BID**

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:**

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**USE ADDITIONAL SHEETS IF REQUIRED**

**BIDDER** (*signature*)**:** _____

**BY:** _____

**TITLE:** _____

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

## NONCOLUSSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF_____ COUNTY OF _____

_____, being first duly sworn, deposes and says that: ft5w4

(1) He or she is the _____ of _____, hereinafter referred to as the "Subcontractor";

(2) He or she 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 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 Unified Government of Athens-Clarke County 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