INVITATION FOR BID

26322B12

EFFINGHAM COUNTY REGIONAL WATER SUPPLY FACILITIES 1.5 MG ELEVATED WATER TANK

Effingham County

804 S Laurel Street

Springfield, GA 31329

RELEASE DATE: November 4, 2026

DEADLINE FOR QUESTIONS: December 1, 2026

RESPONSE DEADLINE: December 10, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/effinghamcounty

Effingham County
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Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank

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A - 26322B12 Elevated Water Tank - Construction Sample Contract

B - Bid Bond Form

C - Bidder's Checklist

D - 26322B12 Tech Specs 1.5 MG EWT 100% Bid Set_11.2.26

E - 26322B12- 1.5 MG Elevated Water Tank - Bid Plan Set 8-12-26

1. Introduction

1.1. Summary

Effingham County is soliciting the construction of a new 1.5-million-gallon concrete composite elevated water tank as part of the County's Regional Water Supply Facilities project. The project includes all labor, materials, and equipment necessary to provide a complete and fully operational elevated water storage facility, including the tank foundation, tank erection, site work, piping, painting, electrical systems, instrumentation, SCADA, and related accessories.

Major construction components include the elevated tank and foundation, site clearing and grading, gravel access areas, approximately 12-inch PVC water main, flanged piping and control valves, connection to the existing 16-inch water main, fire hydrant assemblies, gate valves, steel casing/jack-and-bore work, chain-link fencing and gates, rip-rap, miscellaneous concrete, erosion and sediment controls, and site restoration.

The project also includes a complete electrical, instrumentation, and SCADA system, including electrical service, panels, conduit, wiring, gauges, controls, grounding, lighting, pressure instrumentation, and associated testing and inspections. The electrical plans further identify SCADA equipment, tank lighting, grounding around the tank, service equipment, and provisions for obstruction lighting if required for FAA compliance. Additional work includes tank coating and painting, lettering and logo installation, disinfection and bacteriological testing of the water system, stormwater/NPDES monitoring and reporting, and completion of all regulatory and closeout requirements necessary to place the facility into service.

1.2. Contact Information

Project Contact:
Tre Wilkins
Project Manager
804 S. Laurel Street
Springfield, GA 31329
Email: twilkins@effinghamcounty.org
Phone: (912) 754-8068

Procurement Contact:
Danielle Carver
Director of Procurement and Contract Services
804 S Laurel St
Springfield, GA 31329
Email: dcarver@effinghamcounty.org
Phone: (912) 754-2159

Department:
Engineering - Utilities

Department Head:
Tre Wilkins
Project Manager

1.3. Timeline

Release Project Date	November 4, 2026
Pre-Bid Meeting (Mandatory)	November 17, 2026, 10:00am Effingham County Board of Commissioners South Admin - Training Room 804 S. Laurel Street Springfield, GA 31329
Question Submission Deadline	December 1, 2026, 2:00pm
Question Response and Addendum Deadline	December 4, 2026, 2:00pm
Bid Submission Deadline	December 10, 2026, 2:00pm

2. Notice to Contractors

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

26322B12, Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank

2.1. NOTICE TO CONTRACTORS

Bids will be received electronically by the Effingham County Board of Commissioners through the County's eProcurement Portal, OpenGov, until 2:00 pm on Thursday, December 10, 2026, Bids will be opened electronically through OpenGov following the submission deadline.

The Work to be bid consists of furnishing all materials, labor and equipment for: The project includes furnishing all labor, materials, equipment, and services necessary to construct a 1.5-million-gallon concrete composite elevated water storage tank in Effingham County, Georgia. Work includes tank and foundation design and construction, site work, piping, tank erection and painting, electrical systems, supervisory control and data acquisition (SCADA), and related appurtenances, including testing and commissioning, in accordance with the project plans and specifications.

2.2. MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference will be held at 10:00 am on Tuesday, November 17, 2026 at Effingham County Board of Commissioners South Admin - Training Room 804 S. Laurel Street Springfield, GA 31329

Proposals will not be accepted from any firm that did not attend the pre-bid meeting for Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank.

2.3. QUESTIONS

Any questions that arise after the pre-proposal conference must be made in writing via the County's eProcurement Portal no later than 2:00 pm (Eastern Time) on Tuesday, December 1, 2026. Questions will only be answered if submitted through the County's eProcurement Portal. Questions will be answered via the eProcurement Portal and/or via an addendum posted on the Effingham County eProcurement Portal on or before 2:00 pm on Friday, December 4, 2026.

2.4. BID BOND

All bids shall be accompanied by bid security in an amount not less than five percent (5%) of the total bid amount, payable to or naming the Effingham County Board of Commissioners as obligee.

Bidders may submit either an electronic bid bond through Surety2000 using the County's eProcurement Portal or an original paper bid bond, certified check, or cashier's check.

Electronic bid bonds must be fully executed and submitted through the Portal before the bid submission deadline. A separate paper original is not required for an electronic bid bond accepted through the Surety2000 verification process.

Bidders submitting paper bid security shall upload a copy with their bid and deliver the original to the Effingham County Procurement Office, 804 South Laurel Street, Springfield, Georgia 31329, before the

bid submission deadline. The original shall be enclosed in a sealed envelope clearly marked with the project number and name. Mailing or shipping the original before the deadline does not satisfy this requirement unless it is received on time.

Refer to the Vendor Questionnaire for detailed submission instructions.

The BID BOND shall be subject to forfeiture to the Effingham County Board of Commissioners as liquidated damages if the BIDDER fails to execute the CONTRACT and provide the required PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days after receipt of the Notice of Award, subject to the terms of the bid bond and applicable law.

A Notice to Proceed will be issued after receipt of the signed Contract, required Payment and Performance Bonds, and satisfactory proof of required insurance. The Contractor shall begin work within fourteen (14) calendar days after receipt of the County-issued Notice to Proceed.

Payment will be made on a monthly basis for work performed the previous month, less retainage. The County will retain five percent (5%) of the gross value of the completed work as indicated by the current estimate approved by the Engineer.

2.5. BIDDER'S CONFIRMATION

The BIDDER is expected to examine the site of the proposed work, BIDDER’S CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS, and AGREEMENT forms before submitting a BID. The Effingham County Board of Commissioners reserves the right to reject any and all Bids and to waive minor technicalities or informalities that do not materially affect the Bid or provide an unfair competitive advantage.

Additionally, Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for project completion, in accordance with the Contract Documents and applicable law.

No Bid shall be withdrawn within sixty (60) days after the actual date of the opening thereof, except as permitted by applicable law.

2.6. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS may be examined at the following location: Effingham County Board of Commissioners, 804 South Laurel Street, Springfield GA, 31329.

Copies of the CONTRACT DOCUMENTS may be obtained at: the County's eProcurement Portal.

2.7. COMPLETION DAYS

The Completion Date for this Contract shall be within 460 calendar days from receipt of Notice to Proceed.

3. Instructions to Bidders

3.1. INSTRUCTIONS TO BIDDERS

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a Bid to supply Effingham County with construction, equipment, supplies and/or services as described herein. All Bids/proposals are governed by the Code of Effingham County, and the laws of the State of Georgia.

1.2 HOW TO SUBMIT BIDS: All bids shall be submitted via the County's ePROCUREMENT PORTAL.

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION: Objections from Bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

1.4 QUESTIONS: Any questions that arise after the pre-proposal conference must be made in writing via the County's eProcurement Portal no later than 2:00 pm (Eastern Time) on Tuesday, December 1, 2026. Questions will only be answered if submitted through the County's eProcurement Portal. Questions will be answered via the eProcurement Portal and/or via an addendum posted on the Effingham County eProcurement Portal on or before 2:00 pm on Friday, December 4, 2026.

The only official answer or position of Effingham County will be the one stated in writing through the County's eProcurement Portal.

1.5 ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidders own risk. In case of error in extension of prices in the Bid, the unit price will govern.

1.6 STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD: The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract. Contracts shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for the contract, the county may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Effingham County reserves the right to reject any or all bids, and to waive formalities.

1.7 CONFIDENTIALITY OF DOCUMENTS: Upon receipt of a bid by the County, the bid shall become the property of the County without compensation to the Contractor, for disposition or usage by the County at its discretion. The particulars of the bid documents will remain confidential until final award of the contract.

1.8 BIDDER: Whenever the term "Bidder" is used it shall encompass the "person," "business," "firm," "contractor" or other party submitting a bid to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this Invitation to Bid the term "contractor" may be used interchangeably with the term "bidder".

1.9 CONTRACT: Whenever the term "Contract" is used, it shall encompass "purchase order" and "agreement."

1.10 COMPLIANCE WITH LAWS: The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

1.11 COUNTY: Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.12 DEBARRED FIRMS AND PENDING LITIGATION: Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) will not be considered for contract award. Bidders shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Bids will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the bid will not be considered further. Any bidder/firm previously defaulting or terminating a contract with the County will not be considered.

Bidder acknowledges that in performing contract work for the County, Bidder shall not utilize any firms that have been a party to any of the above actions. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with the firm with respect to County contract.

**All Bidders shall complete, sign, notarize, and upload the Disclosure of Responsibility Statement, including the Bidder's Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, through the designated Vendor Questionnaire question. All pages and any required supplemental explanations shall be included. Failure to submit the completed form will result in rejection of the Bid as nonresponsive.

1.13 IMMIGRATION: On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

** All Proposers are to read and complete the E-Verify affidavit (Item 7 in Vendor Questionnaire) to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.14 PROTECTION OF RESIDENT WORKERS: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the Unites States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.15 STATEMENT OF DISCLOSURE: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4. LEGAL NOTICE

Invitation to Bid

Effingham County, Georgia is seeking bids from firms interested in

26322B12 – Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank

Sealed proposals are due by 2:00 pm on Thursday, December 10, 2026 and must submitted via the County's ePROCUREMENT PORTAL.

A copy of this Invitation to Bid is available at Effingham County Purchasing Office, 804 S. Laurel Street, Springfield, GA 31329. or online via the County's eProcurement Portal- for additional information please submit your questions via the County's eProcurement Portal.

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

5. GENERAL CONDITIONS

5.1. 1.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same to the County.

5.2. 1.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

5.3. 1.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Bidder submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

5.4. 1.4 PRICES TO BE FIRM:

The Bidder warrants that Bid prices, terms and conditions quoted in his Bid will be firm for acceptance for a period of sixty (60) days from Bid opening date, unless otherwise stated in the Bid.

5.5. 1.5 COMPLETENESS:

All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The County shall have sole discretion in evaluating qualifications and responses of Bidders. Bidder acknowledges that in performing a contract for the Board, Bidder shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.12 of the INSTRUCTIONS TO BIDDERS. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to the Board’s contract.

5.6. 1.6 MULTIPLE PROPOSALS:

No Bidder will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.

5.7. 1.7 PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder agrees to indemnify Effingham County and its officers, agents and employees against liability.

5.8. 1.8 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER):

A responsible Bidder is defined as one who meets, or by the date of the Bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids. Effingham County has the right to require any or all Proposers to submit documentation of their ability to perform, provide or carry out the service requested and to disqualify the proposal of any Proposer as being unresponsive or un-responsible whenever such Proposer cannot.

5.9. 1.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement.

A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

5.10. 1.10 AWARD OF CONTRACT:

The contract, if awarded, shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for the contract, the county may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Effingham County reserves the right to reject any or all bids, and to waive formalities.

5.11. 1.11 TERM OF THE CONTRACT:

The contract period will be for the period specified in the contract document UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.

5.12. 1.12 INSURANCE PROVISIONS:

The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts. General Information that shall appear on a Certificate of Insurance:

A. Name of Producer (Contractor's insurance Broker/Agent).

B. Companies affording coverage (there may be several).

C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).

D. A Summary of all current insurance for the insured (includes effective dates of coverage).

E. A brief description of the operations to be performed, the specific job to be performed, or contract number.

F. Certificate Holder (This is to always include Effingham County).

5.13. 1.13 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

A. Commercial General Liability: Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: $1,000,000 bodily injury and property damage per occurrence and annual aggregate.

B. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

C. Business Automobile Liability: Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: $1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

5.14. 1.14 SPECIAL REQUIREMENTS:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis; however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. Extended Reporting Periods: The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

D. Cancellation/Non-Renewal Notification: Each insurance policy supplied in response to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.

E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Proposer must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

5.15. 1.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

A. Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

1. Minimum Limits: $1,000,000 per claim/occurrence.

2. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

B. Builder’s Risk: (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

1. Minimum Limits: All-risk coverage equal 100% of contract value.

2. Coverage requirements: Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

5.16. 1.16 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of

injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

5.17. 1.17 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid to provide a complete product or service package which meets all requirements. Specific equipment and system references may be included in the ITB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Changes in the scope of services, specifications, or terms and conditions of the ITB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings between a potential Bidder and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

5.18. 1.18 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Bidder after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

5.19. 1.19 NOTICE OF AWARD and NOTICE TO PROCEED:

The successful Bidder shall not commence work until the contract has been fully executed and a written Notice to Proceed has been issued by the County Procurement Agent or designee. If the successful Bidder commences work or delivers items before receiving the Notice to Proceed, it does so at its own risk.

A Notice of Award will be issued after award approval by the Effingham County Board of Commissioners or authorized designee. Within fourteen (14) calendar days after receipt of the Notice of Award, the successful Bidder shall return the signed contract, required Payment and Performance Bonds, and satisfactory proof of required insurance to the County Procurement Office.

A Notice to Proceed will be issued after the contract has been fully executed and the required bonds and insurance documentation have been received and approved by the County. The Contractor shall commence work no later than fourteen (14) calendar days after receipt of the County-issued Notice to Proceed. The contract completion period shall be measured from receipt of the Notice to Proceed, as specified in the Notice to Contractors.

5.20. 1.20 PAYMENT TO CONTRACTORS:

Instructions for invoicing the County for services delivered to the County are specified in the contract document.

A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.

B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.

C. Effingham County is a tax-exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

5.21. 1.21 CONTRACT COST ADJUSTMENTS:

Prices quoted shall be firm for the contract term.

5.22. 1.22 VENDOR DEFAULT:

In case of vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

5.23. 1.23 METHOD OF COMPENSATION:

The successful Contractor will be compensated in accordance with the approved compensation schedule. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the project through the last day of the month (or a mutually agreeable time). All invoices shall be submitted on a monthly basis until the project is completed. Invoices shall be itemized to reflect actual expenses for each individual task and will be accompanied by a summary progress report which outlines the work accomplished during the billing period and shall identify any problems which may be inhibiting project execution. The terms of the resulting contract are intended to supersede all provisions of the Georgia Prompt Pay Act. The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. The contractor may submit a final invoice to the County for the remaining retainage upon the County's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the County to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by Effingham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the contract document, or the terms of any warranties required by the contract document or items previously made in writing and identified by the County as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except for those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

5.24. 1.24 GUARANTEE:

Unless otherwise specified by County, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete

satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be signed by the County as being least detrimental to the operation of County business.

5.25. 1.25 SURETY BOND REQUIREMENTS

A. Bidder shall provide bid security in an amount not less than five percent (5%) of the total bid amount, payable to or naming the Effingham County Board of Commissioners as obligee, as applicable. Acceptable bid security shall consist of either a fully executed electronic bid bond submitted through Surety2000 using the County's eProcurement Portal or an original paper bid bond, certified check, or cashier's check. Electronic bid bonds shall be submitted before the bid submission deadline; a separate paper original is not required for an accepted Surety2000 electronic bid bond. Bidders submitting paper bid security shall upload a copy with their bid and deliver the original to the County Procurement Office before the same deadline, in accordance with the Notice to Contractors and Vendor Questionnaire.

B. The successful Bidder shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the contract amount, naming the Effingham County Board of Commissioners as obligee. The Performance Bond shall guarantee faithful performance of the contract. The Payment Bond shall provide security for payment to subcontractors and persons supplying labor, materials, machinery, and equipment for the work. The required bonds shall be submitted with the signed contract and satisfactory proof of required insurance within fourteen (14) calendar days after receipt of the Notice of Award.

C. Each bond shall be executed by a surety authorized to do business in the State of Georgia and approved by Effingham County. Bonds shall conform to the requirements of the Contract Documents.

D. Failure of the successful Bidder to execute and return the contract, furnish the required Performance and Payment Bonds, or provide satisfactory proof of required insurance within the stated period may result in annulment of the award and forfeiture of the bid security, subject to the terms of the bid security and applicable law.

E. The County's rights and remedies for failure to perform the contract or pay persons entitled to payment shall be governed by the applicable bonds, Contract Documents, and applicable law.

6. SUPPLEMENTAL CONDITIONS

6.1. DESCRIPTION OF WORK:

The project includes furnishing all labor, materials, equipment, and services necessary to construct a 1.5-million-gallon concrete composite elevated water storage tank in Effingham County, Georgia. Work includes tank and foundation design and construction, site work, piping, tank erection and painting, electrical systems, supervisory control and data acquisition (SCADA), and related appurtenances, including testing and commissioning, in accordance with the project plans and specifications.

All construction shall be performed in accordance with the Contract Documents and Plans. Contract administration and inspection will be performed by Effingham County and/or its Design Consultants.

It is the responsibility of the Bidder to carefully examine and fully understand the construction contract, scope of work, and other documents attached hereto; personally examine the site of the proposed work; and satisfy itself as to the actual conditions and requirements of the work.

The Bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred that are not specifically delineated in the Contract Documents, but are incidental to the scope, intent, and completion of the contract, shall be deemed included in the prices bid for the various items scheduled.

1. The Contractor shall have at all times, as its agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications and thoroughly experienced in the type of work being performed. The Superintendent shall notify the Architect/Engineer (A/E) prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the A/E for all activities of subcontractors.
2. Bidders shall submit the qualification documentation required by the solicitation and applicable technical specifications. The County may require additional evidence establishing the Bidder's qualifications as a responsible Contractor, including a list of successfully completed work of similar character, giving the location and size of each project, and a list of equipment available for use on this work. Before accepting any bid, the County may require evidence of the Bidder's financial ability to successfully perform the work required under the contract. The County will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. All bids are made subject to the requirements of the Contract Documents. The award of the contract, if any, shall be made in accordance with item 10 below.
4. The County reserves the right to reject any and all bids from any person, firm, or corporation that is in arrears in any debt or obligation to Effingham County, Georgia.
5. No bid will be considered unless the Bidder provides acceptable bid security in an amount not less than five percent (5%) of the total bid amount, payable to or naming the Effingham County Board of Commissioners as obligee, as applicable. Bid security may consist of an

electronic bid bond submitted through Surety2000 or an original paper bid bond, certified check, or cashier's check. Paper bid bonds shall be on the form provided by the County. Electronic bid bonds shall conform to the County's required bond terms, and a separate paper original is not required for an accepted Surety2000 electronic bid bond. All bid security shall be submitted before the bid submission deadline in accordance with the Notice to Contractors and Vendor Questionnaire.

6. Bids must be submitted through the County's eProcurement Portal by the published submission deadline.

7. Bids shall be submitted in the bid format provided through the County's eProcurement Portal.

8. All documents required to be submitted with the bid by this solicitation and the applicable technical specifications shall be included with the bid. Failure to submit required documents may result in rejection of the bid as nonresponsive.

9. No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Requests for interpretation shall be submitted in writing through the County's eProcurement Portal by the published question submission deadline. Official interpretations will be provided in writing through the Portal. Changes to the Contract Documents will be issued by written addendum, separately numbered and dated, and made available to all interested Bidders through the Portal.

10. The contract, if awarded, shall be awarded to the lowest responsive and responsible Bidder whose bid meets the requirements and criteria set forth in the solicitation, based on the stated method for evaluating the base bid and any selected alternates. In determining Bidder responsibility, Effingham County may consider relevant experience, past performance, financial capacity, available personnel and equipment, and the ability to complete the work within the required contract time. If the lowest responsive and responsible bid exceeds the funds budgeted for the contract, the County may negotiate with the apparent low Bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes to the scope of work and other bid requirements, as permitted by applicable law. Effingham County reserves the right to reject any or all bids and to waive minor technicalities or informalities that do not materially affect the bid or provide an unfair competitive advantage.

11. The contract shall be executed on the forms attached, shall be subject to all requirements of the Contract Documents, and shall form a binding contract between the contracting parties upon full execution.

12. All bid securities may be retained until the contract and required payment and performance bonds have been signed and approved. Early release of bid security will be considered upon written request.

13. The contract shall be signed by the successful Bidder and returned, together with the required payment and performance bonds and satisfactory proof of required insurance, within fourteen (14) calendar days after receipt of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.

14. Failure to execute and return the contract, furnish the required payment and performance bonds, or provide satisfactory proof of required insurance within fourteen (14) calendar days after receipt of the Notice of Award may be just cause for annulment of the award and forfeiture of the bid security to Effingham County, not as a penalty, but as liquidated damages sustained, subject to the terms of the bid security and applicable law. At the County's discretion, the award may then be made to the next lowest responsive and responsible Bidder, or the work may be re-advertised or constructed by County forces.

7. Scope of Work

7.1. SCOPE OF WORK:

The purpose of this solicitation is to describe the requirements for: The project includes furnishing all labor, materials, equipment, and services necessary to construct a 1.5-million-gallon concrete composite elevated water storage tank in Effingham County, Georgia. Work includes tank and foundation design and construction, site work, piping, tank erection and painting, electrical systems, supervisory control and data acquisition (SCADA), and related appurtenances, including testing and commissioning, in accordance with the project plans and specifications.

7.2. GENERAL INFORMATION:

Whenever an alteration in the character of the work involves a substantial change in the nature of the design or type of construction, or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before work begins on the alteration. In the absence of a mutually acceptable Supplemental Agreement, the County may direct in writing that the work be performed by Force Account or at existing Contract prices, in accordance with the change-order and payment provisions of the Contract Documents.

The Contractor shall begin work within fourteen (14) calendar days after receipt of the County-issued Notice to Proceed. The contract completion period shall be measured from receipt of the Notice to Proceed, as specified in the Notice to Contractors. The fourteen-day period allowed for commencement of work is included within, and does not extend, the contract completion period.

If performance of all or any portion of the Work is suspended or delayed by the County in writing for an unreasonable period of time that was not originally anticipated, customary, or inherent to the construction industry, and the Contractor believes additional compensation and/or contract time is due as a result, the Contractor shall submit a written request for adjustment to the County within seven (7) calendar days after receipt of the notice to resume work. The request shall state the reasons for the adjustment and include supporting documentation.

Upon receipt, the County will evaluate the Contractor’s request. If the County determines that the cost and/or time required for performance of the Contract has increased as a result of the suspension or delay, and that the suspension or delay was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and was not caused by weather, the County will make an appropriate adjustment, excluding profit, and modify the Contract in writing accordingly. The County will notify the Contractor in writing of its determination.

No adjustment will be allowed unless the Contractor submits the request within the time prescribed.

No adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by another cause, or where an adjustment is otherwise provided for or excluded under another term or condition of the Contract.

7.3. MEASUREMENT AND PAYMENT

The Department shall retain 5% of the gross value of the completed work as indicated by the current estimate certified by the County for payment.

Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the County, the County will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

Acceptance of final payment shall constitute a waiver of all claims by the Contractor arising out of the Contract, except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

In the event the Contractor fails to execute the Final Supplemental Agreement as prepared by the County because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

7.4. Safety:

The Contractor shall provide all necessary barricades and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times guard against damage or loss of Effingham County property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The Effingham County Board of Commissioners.

GENERAL CONSTRUCTION GUIDELINES

1.The contractor shall be required to coordinate his work schedule with the A/E and County during the course of the project.

2. Testing and payment for testing shall be handled as provided in the Contract Documents. Testing laboratory services required under Section 01 45 00 shall be selected and paid for by the Owner. The Contractor shall include in the bid all testing assigned to the Contractor under the technical specifications and shall pay for retesting when work fails to meet the specified requirements.

3. Effingham County does not commit to furnishing full-time inspection or testing of the work in progress or at material sources. Lack of inspection and/or testing by the County or A/E will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the Contract Documents.

4. The Contractor is required to submit shop drawings and material submittals to the A/E for review and approval prior to delivery and installation.

7.5. Effingham County Regional Water Supply Facilities – 1.5 MG Elevated Water Tank

Effingham County Board of Commissioners is soliciting sealed bids from qualified contractors for the construction of a new 1.5-million-gallon (MG) concrete composite elevated water storage tank as part of the Effingham County Regional Water Supply Facilities project.

The Contractor shall furnish all labor, materials, equipment, supervision, transportation, testing, and incidental services necessary to construct a complete and fully operational elevated water storage facility in accordance with the approved construction plans, technical specifications, and Contract Documents prepared by Goodwyn Mills Cawood (GMC).

The scope of work generally includes, but is not limited to, the following:

A. **Elevated Water Tank Construction:** Design and construction of the tank foundation, ground improvements where required, fabrication and erection of the 1.5 MG concrete composite elevated water tank, structural components, interior slab, tank piping, appurtenances, access components, antenna corral, coatings, painting, and associated accessories.

B. **Site Preparation and Civil Improvements:** Site clearing, excavation, grading, earthwork, trenching, backfilling, compaction, drainage improvements, gravel access driveway, gravel areas within the fenced facility, rip-rap, miscellaneous concrete improvements, and restoration of disturbed areas.

C. **Water System Piping and Connections:** Installation of water mains, including 12-inch PVC piping, flanged piping, valves, fittings, valve vaults, hydrants, connections to the existing water distribution system, and associated appurtenances necessary for operation of the elevated tank.

D. **Electrical, Instrumentation, and SCADA Systems:** Coordination and installation of electrical utility service, electrical panels, wiring, conduit, grounding and bonding, site and tank lighting, instrumentation, pressure monitoring equipment, SCADA controls, communications, and associated electrical and control system components.

E. **Site Security and Access:** Installation of chain-link security fencing, gates, associated hardware, and other improvements necessary to provide secure access to the completed facility.

F. **Erosion Control and Environmental Compliance:** Installation, inspection, maintenance, and removal of temporary erosion and sediment control measures; stormwater management and

monitoring; compliance with applicable permits and regulatory requirements; and final stabilization and restoration of disturbed areas.

G. **Testing, Startup, and Project Closeout:** Completion of required inspections, tank and piping testing, flushing, disinfection, bacteriological testing, electrical and SCADA system testing, startup, correction of deficiencies, final site cleanup, and submission of required closeout documentation.

The Contractor shall coordinate construction activities with Effingham County, GMC, utility providers, and other contractors performing work associated with the Regional Water Supply Facilities project to minimize conflicts and maintain project progress.

All work shall be performed in accordance with applicable federal, state, and local regulations, approved permits, construction plans, technical specifications, and Contract Documents.

The scope described above is intended to provide a general overview of the project and shall not be considered an exhaustive listing of all work required. The Contractor shall be responsible for providing a complete, tested, and operational facility, including all materials, equipment, labor, and incidental work necessary to fulfill the requirements of the Contract Documents.

8. Pricing Proposal

ARTICLE 5 (of Bid Form) – Contract Price

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to below:

For all Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS		
2	Clearing & Grubbing	1	LS		
3	Site Grading	1	LS		
4	Traffic Control	1	LS		
5	1.5 MG Concrete Composite Elevated Water Tank	1	LS		
6	Gravel Driveway and Areas Inside Fence (See Plans)	2,500	SY		
7	Flanged Piping and Valves (Includes Non-Freeze Yard Hydrant)	1	LS		
8	Precast Concrete Vault	1	EA		
9	12" C900 DR 25 PVC Water Main (Includes all Rest. Jt.)	189	LF		
10	24" Welded Steel Casing (Jack & Bore/Open Trench)	65	LF		
11	Fire Hydrant Assembly	1	EA		
12	12" Butterfly Valve	2	EA		
13	Connect to Exist. 16" Water Main w/ 16"x12" Tapping Sleeve w/12" GV	1	EA		
14	7 ft. Site Fencing and Gate	825	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Rip-Rap	15	TN		
16	Electrical, Instrumentation and SCADA	1	LS		
17	Misc. Concrete	25	CY		
18	Erosion and Sediment Control	1	LS		
19	Painting, Lettering & Logo for Composite Elevated Water Tank	1	LS		
20	Storm Water Sampling for NPDES Permit	1	LS		
21	Monitoring, NOI, NOT, Record Keeping & Reporting NPDES to GA EPD	1	LS		
TOTAL					

ALTERNATE BID NO.1

The base bid is for a concrete composite elevated water tank. Bid Alternate No. 1 is for a spheroid elevated water tank and the associated painting, lettering, and logo items. Bidders shall submit prices for both the base bid and the alternate. Subtract Item No. 5 & 19 from the Base Bid and add Item No. 5 & 19 from Alternate Bid No. 1 for new total.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	1.5 MG Spheroid Elevated Water Tank	1	LS		
19	Painting, Lettering & Logo for Spheroid Elevated Water Tank	1	LS		
TOTAL					

CASH ALLOWANCES

Authorized by Owner & Engineer

Line Item	Description	Unit of Measure	Unit Cost
22	Cash Allowance (Authorized by Owner & Engineer)	LS	$500,000.00

9. Vendor Questionnaire

9.1. BIDDER'S CONFIRMATION*

The BIDDER is expected to examine the sites of the proposed work, the BIDDERS CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS and AGREEMENT forms before submitting a BID. The Effingham County Board of Commissioners reserves the right to reject any and all Bids and to waive any informality in the bidding. Additionally, Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. **No Bids shall be withdrawn within 60 days after the actual date of the opening thereof.**

☐ Please confirm

*Response required

9.2. BIDDER'S COMPANY INFORMATION*

Provide the following information for the legal entity submitting this Bid. Enter “Not Applicable” for any item that does not apply.

Full Legal Company Name:

Trade Name or DBA, if different:

Business Address, including City, State, and ZIP Code:

Mailing Address, if different:

Company Telephone Number:

Company Email Address:

Company Fax Number, if applicable:

Federal Employer Identification Number (FEIN):

Business Structure (corporation, limited liability company, partnership, sole proprietorship, joint venture, or other):

State of Incorporation or Organization, if applicable:

Date Qualified or Authorized to Do Business in Georgia, if applicable:

Company Principal:
- Full Name:
- Title:
- Email Address:
- Telephone Number:

Primary Contact for This Bid, if different from the Company Principal:
- Full Name:
- Title:

• Email Address:
• Telephone Number:

Applicable Georgia Contractor License Information:
• License Holder's Name:
• License Type or Classification:
• License Number:
• Expiration Date:

Joint Venture Information, if applicable:
• Legal Name of Joint Venture:
• Legal Name of Each Joint Venture Member:
• Name and Title of Each Member's Authorized Representative:
• Lead Member and Primary Contact:

The legal entity identified above must be consistent with the entity identified in the Bid, bid security, W-9, and applicable affidavits. Provide any required license copies in the designated license upload question.

*Response required

9.3. DRUG FREE WORKPLACE CERTIFICATION*

Bidder certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;

2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as 26322B12--Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

☐ Please confirm

*Response required

9.4. PROMISE OF NON-DISCRIMINATION STATEMENT*

In consideration of the privilege to Bid on the following Effingham County Procurement titled 26322B12--Effingham County Regional Water Supply Facilities 1.5 MG Elevated Water Tank Bidder hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to Effingham County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded;

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

☐ Please confirm

*Response required

9.5. DISCLOSURE OF RESPONSIBILITY STATEMENT*

Please download the below documents, complete, and upload.

- DISCLOSURE_OF_RESPONSIBILIT...

*Response required

9.6. NON-COLLUSIVE AFFIDAVIT *

Please download the below documents, complete, and upload.

- NON-COLLUSIVE_AFFIDAVIT.pdf

*Response required

9.7. CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)*

Please download the below documents, complete, and upload.

- Contractor_Affidavit_and_Ag...

*Response required

9.8. NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will

assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

☐ Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
☐ Manufacturing - Unique item, production time for model or item has expired, etc.
☐ Bid Time - Insufficient time to properly respond to Bid or proposal.
☐ Delivery Time - Specified delivery time cannot be met.
☐ Payment - Delay in payment terms. Please be specific.
☐ Bonding - We are unable to meet bonding requirements.
☐ Insurance -We are unable to meet insurance requirements.
☐ Removal - From Bidders list for this particular commodity or service.
☐ Keep - Our Company on your Bidders list for future reference.
☐ Project is - Too Large
☐ Project is - Too Small
☐ Site Location Too Distant.
☐ Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

9.9. REASON FOR OBTAINING BID PACKAGE*

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Bid package. Check one below.

Interest in this project as a:

☐ Prime Contractor
☐ Sub-Contractor
☐ Supplier
*Response required

9.10. ARE YOU USING SUBCONTRACTORS?*

Please answer YES or NO: Do you propose to subcontract some of the work on this project?

☐ Yes
☐ No

*Response required

When equals "Yes"

*9.10.1. SUBCONTRACTOR LISTING**

Please download the below documents, complete, and upload.

- List_of_Subcontractors.pdf

*Response required

When equals "Yes"

*9.10.2. SUBCONTRACTOR AFFIDAVIT (EVERIFY)**

Please download the below documents, complete, and upload.

- Subcontractor_E-Verify.pdf

*Response required

9.11. W-9*

Please Upload your completed W-9 form

*Response required

9.12. APPLICABLE GEORGIA CONTRACTOR LICENSES*

Upload copies of current Georgia contractor licenses required for the work the Bidder will perform. Each license shall identify the license holder, license number, classification, and expiration date.

If no Georgia contractor license is required for the Bidder's scope of work, upload a written explanation identifying the applicable exemption. Business registration or an occupational tax certificate does not replace a required contractor license.

*Response required

9.13. REQUIRED TECHNICAL BID DOCUMENTATION*

Upload all technical proposals, qualification information, preliminary drawings, and other supporting documentation required to be submitted with the Bid by the project plans, technical specifications, and all issued addenda, including documentation applicable to any alternate bid submitted.

The Bidder is responsible for obtaining and submitting the required documentation from its proposed manufacturers, suppliers, and subcontractors, as applicable.

*Response required

9.14. GUARANTEE*

Unless otherwise specified by County, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be signed by the County as being least detrimental to the operation of County business.

☐ Please confirm

*Response required

9.15. BIDDER CERTIFICATION *

Bidder certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation to Bid; and, further certifies that the prices shown in his/her bid are in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same.

☐ Please confirm

*Response required

9.16. BIDDER'S ACKNOWLEDGMENTS AND CERTIFICATIONS

Review the following Bid Form and confirm your agreement below.

ARTICLE 1—BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners
804 South Laurel Street
Springfield, Georgia 31329

1.02 Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period as Bidder may agree to in writing upon request of Owner.

ARTICLE 3—BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents. Bidder acknowledges receipt of all Addenda through the County's eProcurement Portal.

B. Bidder has visited the Site, become familiar with the general, local, and Site conditions that may affect the cost, progress, and performance of the Work, and is satisfied as to those conditions.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to their effect on:

1. The cost, progress, and performance of the Work;

2. The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specifically required by the Bidding Documents; and

3. Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph D, Bidder does not consider further examinations, investigations, explorations, tests, studies, or data necessary to determine this Bid for performance of the Work at the prices bid, within the required times, and in accordance with the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work, as indicated in the Bidding Documents.

G. Bidder has submitted written notice through the County's eProcurement Portal, in accordance with the solicitation's question submission requirements, of all conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents. The written resolutions issued by the County are acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

ARTICLE 4—BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity, and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For purposes of this paragraph:

1. "Corrupt practice" means offering, giving, receiving, or soliciting anything of value likely to influence the action of a public official in the bidding process.

2. "Fraudulent practice" means an intentional misrepresentation of facts made to influence the bidding process to the detriment of Owner, establish bid prices at artificial noncompetitive levels, or deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial noncompetitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence participation in the bidding process or affect execution of the Contract.

ARTICLE 5—BID PRICE

5.01 Bidder agrees to perform the Work for the prices entered in the pricing table submitted through the County's eProcurement Portal, subject to the terms of the Contract Documents and the stated method for selecting any alternates.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees to commence work within fourteen (14) calendar days after receipt of the County-issued Notice to Proceed and to complete the Work within the contract time stated in the Notice to Contractors.

6.02 Bidder accepts the provisions of the Agreement concerning liquidated damages.

ARTICLE 7—BIDDER'S CONFIRMATION

7.01 By selecting the confirmation below, Bidder acknowledges and agrees to the representations, certifications, and commitments contained in this Bid Form and confirms that all applicable required Vendor Questionnaire responses have been completed.

Bidder acknowledges and agrees to this Bid Form.

☐ Please confirm

9.17. BID Security Submission Method*

Bid security of at least five percent (5%) of the total bid amount is required. Select the method you will use:

☐ (A) Electronic bid bond through Surety2000. Complete the Electronic Bid Bond—Surety2000 question. A separate paper original is not required for an accepted Surety2000 electronic bid bond.
☐ (B) Paper bid bond, certified check, or cashier's check. Complete the Paper Bid Security Upload question and deliver the original to the County Procurement Office before the bid submission deadline.
*Response required

9.18. Electronic Bid Bond—Surety2000 (A)

If submitting an electronic bid bond through Surety2000, enter your Bond ID and Contractor Vendor ID below and select "Verify Bid Bond." If you have not been assigned a Contractor Vendor ID, use your company EIN.

The electronic bid bond must be fully executed and submitted with your bid before the submission deadline. Confirm that the bond identifies the correct project and provides the required five percent (5%) bid security.

Please enter your Bid Bond information from Surety2000 below.

9.19. Paper Bid Security Upload (B)

Upload a complete, legible copy of your executed bid bond, certified check, or cashier's check providing bid security of at least five percent (5%) of the total bid amount, payable to or naming the Effingham County Board of Commissioners as obligee, as applicable.

The original must be received **BEFORE** 2:00 pm on Thursday, December 10, 2026 **in order for your bid to be considered** to the address listed below:

Effingham County Procurement Office
804 South Laurel Street
Springfield, Georgia 31329

Enclose the original in a sealed envelope clearly marked with the project number, project name, and Bidder's name.

Mailing or shipping the original before the deadline does not satisfy this requirement unless it is received on time. Uploading a copy does not replace the requirement to deliver the original.

9.20. BID SECURITY AND POST-AWARD BOND REQUIREMENTS*

Bidder certifies that it has read and agrees to comply with the following requirements:

A. Bidder shall provide bid security in an amount not less than five percent (5%) of the total bid amount, payable to or naming the Effingham County Board of Commissioners as obligee, as applicable. Acceptable bid security shall consist of either a fully executed electronic bid bond submitted through Surety2000 using the County's eProcurement Portal or an original paper bid bond, certified check, or cashier's check. Submission shall comply with the Notice to Contractors and the applicable bid-security questions above.

B. The successful Bidder shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the contract amount, naming the Effingham County Board of Commissioners as obligee. The Performance Bond shall guarantee faithful performance of the contract. The Payment Bond shall provide security for payment to subcontractors and persons supplying labor, materials, machinery, and equipment for the work. The required bonds shall be submitted with the signed contract and satisfactory proof of required insurance within fourteen (14) calendar days after receipt of the Notice of Award.

C. Each bond shall be executed by a surety authorized to do business in the State of Georgia and approved by Effingham County. Bonds shall conform to the requirements of the Contract Documents.

D. Failure of the successful Bidder to execute and return the contract, furnish the required Performance and Payment Bonds, or provide satisfactory proof of required insurance within the stated period may result in annulment of the award and forfeiture of the bid security, subject to the terms of the bid security and applicable law.

E. The County's rights and remedies for failure to perform the contract or pay persons entitled to payment shall be governed by the applicable bonds, Contract Documents, and applicable law.

Bidder acknowledges and agrees to the Surety Bond Requirements stated above.

☐ Please confirm

*Response required