



PUTNAM COUNTY
INVITATION TO BID (ITB)

Bid Number: 19-42001-001	Project Name: Old Phoenix Road at Lake Oconee Guardrail Replacement Project
Due Date and Time: September 23 rd , 2019 Local Time: 9:00 AM	Number of Pages: 33

ISSUING DEPARTMENT INFORMATION	
Putnam County County Manager's Office Issue Date: August 20 th , 2019 Phone: 706-485-5826 Fax: 706-923-2345	

INSTRUCTIONS TO BIDDERS	
Return Submittal to: Putnam County Board of Commissioners ATTN: Paul Van Haute County Manager 117 Putnam Drive Suite A Eatonton, GA 31024	Mark Face of Sealed Envelope/Package: Bid Number: 19-42001-001 Name of Company or Firm: _____ <ul style="list-style-type: none"> • Special Instructions: Deadline for Questions: Sept. 13th, 2019; 5:00 PM • Pre-Bid Mtg. : Sept, 4th, 2019; 9:00 AM • Email questions to Larry Kaiser at (owner's representative); kaiser@co-infra-services.com (call 404-909-5619 to confirm receipt of email) • Refer to Schedule of Events in bid package for additional instructions

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder State I.D. Number:	Bidder E-mail Address:
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

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INVITATION TO BID GUARDRAIL INSTALLATION

Putnam County is accepting sealed bids from qualified firms for **Guardrail Installation on Old Phoenix Road at Lake Oconee** for the Putnam County Board of Commissioners in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. Work required under the Contract includes grading, erosion sediment control, guardrail installation, traffic control and associated work tasks.

The project shall be Substantially Complete within **90 calendar** days from the date of issuance of Notice to Proceed. Liquidated damages of \$500 per day will be assessed if work is not completed within 90 calendar days (excluding weather delays) from the date of the Notice to Proceed.

Source of project funding is Local TSPLOST.

Putnam County will receive sealed bids until **9:00 AM on September 23, 2019 at 117 Putnam Drive, Suite A, Eatonton, GA 31024, ATTN: Paul Van Haute – County Manager**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud in the Administration Building Board of Commissioner Room #301 at approximately 9:05 AM on September 23rd, 2019. All interested parties are invited to attend. A non-mandatory pre-bid conference will be held at **9:00 AM on September 4th, 2019 at the Putnam County Administration Building, 117 Putnam Drive, Room 301, Eatonton, GA 31024**. All contractors are urged to attend. Apparent bid results will be posted on the county web site; <https://www.putnamcountyga.us>. Bids received after the above date and time or in any location other than that specified will not be accepted.

Bidding Documents are available for download from the Putnam County Board of Commissioners web site; <https://www.putnamcountyga.us>.

Bids shall be presented in a sealed envelope with the **bid number 19-42001-001** and the name of the company or firm submitting clearly marked on the outside of the envelope. **ONE (1) ORIGINAL (PAPER) AND ONE (1) COPY (PAPER)**. Bids will not be accepted verbally, by fax or email.

Award will be made to the vendor submitting the lowest responsive and responsible bid. The Putnam County Board of Commissioners reserves the right to reject any or all bids and re-advertise, to waive any informalities or irregularities and to make an award as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

All contractors shall submit with the bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid, made payable to Putnam County, Georgia. The selected contractor will be required to submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond upon being notified of an award.

Putnam County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the Putnam County Government should be directed to the ADA Compliance Officer at 706-485-2776.

All questions regarding the bid documents shall be made via email to the Project Manager, kaiser@co-infra-services.com. The Project Manager will acknowledge receipt of questions. If bidder does not receive acknowledgement, it's the bidder's responsibility to contact the Project Manager at 404-909-5619 to ensure questions are received. The deadline to submit questions is 5:00 PM on September 13th, 2019. The County will post "Response to Questions and/or Addendum", if applicable, on the County web site no later than 5:00 PM on September 16th, 2019.

PUTNAM COUNTY
Invitation to Bid 19-42001-001

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid	1
2	Bid Form and Addenda Acknowledgement (2 pages)	9-10
3	Bid Bond (3 pages)	11-13
4	Qualification Signature and Certification	14
5	List of Subcontractors	15
6	Contractor & Sub-Contractor Affidavit and Agreement (E-Verify)	16-17
7	Bid Schedule (3 pages)	18-19
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INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price contract with one firm to be the primary supplier of the TSPLOST Guardrail Installation Project.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition. The Construction Plans; prepared by Southeastern Engineering, Inc., and which accompany this ITB, are posted on the county web site. These plans are downloadable in PDF format.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive, but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The County shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The County reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors’ until fully paid for by the County.

All items to be bid FOB, Putnam County, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor’s expense to the complete satisfaction of Putnam County with no additional expense to the County.

EVALUATION

The County intends to evaluate the Invitation-to-Bid (ITB) on the lowest, best, responsible, and responsive vendor. The County reserves the right to reject any bids submitted based on past experiences in the county on similar work tasks and/or based on references or information gathered from other city or county governments on similar work tasks and scope.

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the County.

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the County. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County within ten (10) days of the Notice of Award. The County reserves the right to

require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

- (9) County as Additional Insured and Loss Payee: The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the Putnam County. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the County and subject to the review and approval of the County Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A PROPOSAL

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the County are entirely the responsibility of the bidder. The County is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB becomes the property of the Putnam County.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: COUNTY MANAGER
PUTNAM COUNTY
EATONTON, GEORGIA 31024**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Putnam County, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number 19-42001-001
Guardrail Replacement– Old Phoenix at Lake Oconee**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the Putnam County in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to s u b s t a n t i a l l y complete all Work within Ninety (90) calendar days from the Notice to Proceed. If weather affects the required completion schedule, The County and selected Bidder will negotiate a new completion date.

The prime bidder must perform a minimum of 60% of the contract amount.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$
(Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

If this bid shall be accepted by the Putnam County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the Putnam County may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the Putnam County as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____
_____	_____
_____	_____

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20 _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
PUTNAM COUNTY, GEORGIA**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "County" (Name and Address):

Putnam County Board of Commissioners
ATTN: County Manager
117 Putnam Drive
Suite A
Eatonton, Georgia 31024

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title:

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the County; or
 - 3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 180 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ 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 _____

(Seal) (Signature)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

ATTACH ADDITIONAL PAGES AS NECESSARY

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

EXHIBIT A

STATE OF GEORGIA

PUTNAM COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Putnam County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Putnam County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "B" Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Putnam County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public
My Commission Expires:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

EXHIBIT B

STATE OF GEORGIA

PUTNAM COUNTY

SUB- CONTRACTOR E-VERIFY

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Putnam County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned agrees that they shall be in compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08. Sub-contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Putnam County at the time the Contractor is retained to perform contact services with Putnam County.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Sub- Contractor Name

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE
____ DAY OF _____, 201_

Notary Public (Seal):

My Commission Expires: _____

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)
BID SCHEDULE OF ITEMS – GUARDRAIL REPLACEMENT (Old Phoenix @ Lake Oconess)

PAY ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
150-0000	TRAFFIC CONTROL	LS	1		
163-0232	TEMPORARY GRASING	AC	.36		
163-0240	MULCH	AC	.36		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE C	LF	3244		
171-0030	TEMPORARY SILT FENCE; TYPE C	LF	6487		
210-0100	GRADING COMPLETE	LS	1		
610-9001	REM SIGN	EA	4		
611-5551	RESET SIGN	EA	4		
641-1100	GUARDRAIL, TP T	LF	92		
641-1200	GUARDRAIL, TP W	LF	2671		
641-5001	GUARDRIAL ANCHORAGE, TP 1	EA	2		
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN., TANGENT, ENERGY ABSORBING	EA	2		
700-6910	PERMANENT GRASSING	AC	.36		
700-7000	AGRICULTURAL LIME	TN	.36		
700-8000	FERTILIZER MIXED GRADE	TN	.36		
700-8100	FERTILIZER NITROGEN CONTENT	LB	30		
				TOTAL BID	\$

Print Total Bid Price: (print) _____

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the Putnam County Board of Commissioners within Ninety (90) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with Putnam County officials/employees or Owner's Representative (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the Putnam County Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Putnam County Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the Putnam County and your relation:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

***I hereby certify that I am a principle and duly authorized representative
or _____***

whose address _____

and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor’s employees during the performance or the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with _____
_____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

To report bid rigging activities call:

1-800-424-9071

The U.S. County of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.14
COMMISSIONER

Delete as written and substitute the following:
COUNTY MANAGER, PUTNAM COUNTY

Section 101.22
DEPARTMENT

Delete as written and substitute the following:
COUNTY MANAGER

Section 101.24
OWNER'S REPRESENTATIVE

Delete as written and substitute the following:
OWNER'S REPRESENTATIVE

Section 101.84

Add: OWNER'S REPRESENTATIVE

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS,
SPECIFICATIONS, SPECIAL PROVISIONS,
AND SITE OF THE WORK

Add the following paragraph:

“The County will not be responsible for Bidders’ errors or misjudgment, nor for any information on local conditions or general laws and regulations.”

Section 102.07 REJECTION OF
PROPOSALS

Add the following subparagraphs

“I. The County reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the County reserves the right to award the bid to the lowest,

responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

“J. The County also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to The Putnam County, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to Putnam County, Georgia. Such Bid Bond shall be on the forms provided by the County.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

Bids shall be submitted on the Bid Form provided by the County.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the County Manager, The Putnam County Board of Commissioners, 117 Putnam Dr., Suite A, Eatonton, GA 321084; 706-485-5826(office). Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received

in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103

AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The Putnam County reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-sixth (1/6) of the contract. “

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the Putnam County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest bidder, may be re-advertised, or may be

constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.21 CONTRACTORS

Add the following sentence to Paragraph A:

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the Second Paragraph under ‘A. General’

As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner’s Representative, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Owner’s Representative for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following.

“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 Department, 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.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”

*****NOTICE TO CONTRACTORS*****
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

PROJECT DESCRIPTIONS AND WORK SCOPE/SPECIFICATIONS

PROJECT DESCRIPTIONS

The Putnam County Board of Commissioners (County) requests for interested parties to submit formal sealed bids/proposals for the TSPLOST **GUARDRAIL REPLACEMENT** project on Old Phoenix Road at Lake Oconee.

This project shall follow Georgia Department of Transportation Specifications. The most current GDOT Specifications apply to all work performed under this contract.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

SPECIFICATIONS

Unless otherwise noted, all work associated with this contract shall meet the Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

The County requires that all work be completed no later than Ninety (90) calendar days after the issuance of the Notice-To-Proceed by the Owner's Representative.

Construction shall begin no later than 10 calendar days following the Notice to Proceed. The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within the calendar days indicated on the Bid Schedule. Inclement weather days will not count against the available calendar days.

Normal workday for this project shall be 9:00 am to 4:00 pm and the normal work week shall be Monday through Friday. The County will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on County recognized holidays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The County shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of

Final Acceptance. Retainage of 10% retainage will be held from each AFP submitted to the county.

The Contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

OC/OA TESTING OF MATERIALS

No testing is anticipated for this project.

All materials and workmanship shall meet appropriate GDOT specifications.

Contractor will be responsible for replacing any work where the materials are rejected by the County for non-compliance to State or County requirements.

The Contractor is responsible for the replacement of any damaged new guardrail (from any source) until which time the county approves of the punch list. The County intends to complete the punch list within 30 days after the contractor provides notification to the County that the work is substantially complete.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The County reserves the right to add or delete quantities at any time. Contractor will notify the County in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the County.

UTILITIES

Contractor shall be responsible for coordinating any utility relocation necessary to the completion of the work.

GENERAL CONSTRUCTION GUIDELINES

1. **The Prime Contractor shall be required to perform work tasks associated with a minimum of 60% of the total contact sum** included in the Schedule of Items. All work shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2. The contractor shall be required to give 24 hour notice to the Owner's Representative before proceeding with the guardrail installation.
3. The contractor shall be required to email a work schedule every Friday before 5pm during the course of the installation work to the Owner's Representative.
4. The contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
5. The existing guardrail and steel posts that are removed shall be delivered to the Putnam County Public Works Department; 115 South Forrest Street, Eatonton, GA 31024. The point of contact is Anthony Frazier; 706-816-8515. The contractor is asked to remove the existing posts and guardrail in a manner that minimizes damage to these materials.
6. All silt fence shall be removed when all disturbed areas have a minimum of 90% coverage of vegetation

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

Event:	Date:
Release of ITB	August 20 th , 2019
Non-Mandatory Pre-Bid Conference	September 4 th , 2019; 9:00 AM
Deadline for Written Questions *	September 13 th , 2019; 5:00 PM
*Submit questions via email to Larry Kaiser; kaiser@co-infra-services.com	
Putnam County to post on county web site “Response to Questions” and/or Addendum	September 16 th , 2019; 5:00 PM

Bids Due: September 23rd, 2019; 9:00 AM

Bids are due to:

Putnam County Board of Commissioners
Attn: Paul Van Haute
117 Putnam Drive
Suite A
Eatonton, GA 31024

Contract Award (On/about)	October 7 th , 2019
Notice to Proceed Issued (On/about)	October 14 th , 2019

ATTACHMENT A

CONSTRUCTION PLAN SET

(posted on county web site with the ITB package)