



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
STATESBORO/BULLOCH COUNTY PARKS & RECREATION DEPARTMENT
PORTAL TENNIS COURTS ASPHALT PAVING PROJECT**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Place geotex fabric over existing asphalt and then pave over fabric at the Portal Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450.

Mandatory Pre-Bid Meeting: There will be a mandatory pre-bid meeting on Thursday, May 27, 2021 at 10:00 AM, on site at the Portal Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450. All contractors wishing to bid this project must have a representative present at the mandatory pre-bid meeting. All questions and concerns will be addressed at the mandatory pre-bid meeting.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, Wednesday, June 9, 2021. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and supporting documents along with one (1) copy must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Assistant Parks Division Manager/Projects will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Portal Tennis Courts Paving Project; Bid Opening: June 9, 2021 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 19 that lists the forms that must be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: This solicitation is for a Public Works Construction Project, the County's local vendor pricing preference which allows for such a vendor to match the lowest price bid if within 5% *shall not be applicable*.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Fob Destination Point: Bid prices shall include shipping to Portal Tennis Courts located at 22245 Hwy 80 W, Portal GA 30450. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Project Schedule: The project shall be defined in the notice to proceed and be complete according to the time schedule set forth in the finalized contract. Time is of the essence.

Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the contract included herewith.

Contract Termination: County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the

Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

- B.** Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Bonds: Not required.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for

storage, unless otherwise stated by Bulloch County.

Delivery: Delivery shall be made to the Portal Tennis Courts located at 27245 Hwy 80 W, Portal GA 30450.

Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to show compliance with our specifications on the units they propose to furnish.

Questions: All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions not asked at the mandatory pre-bid meeting will be directed to the Purchasing Manager no later than May 28, 2021 by 4:00 PM. Answers to questions will be addressed no later than June 1, 2021 by 4:00 PM.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively “the indemnitees”) from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney’s fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Immigration: On July 1, 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 for Georgia’s public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-Verify System. This includes out-of-state contractors. E-Verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. Affidavits are enclosed in this solicitation. All Proposers are to read and complete the E-Verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the user identification number; the administrator’s name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). If you only include the third party administrators name and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

Quality: Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Cannon Petitjean, Assistant Parks Division Manager/Projects at 912-536-1029 or cpetitjean@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

Specifications

1 – General

1.1 WORK INCLUDED

A. Provide all equipment and materials, and do all work necessary to construct the asphalt concrete tennis/basketball court paving. Work includes, but not limited to the following:

1. Geotextile reinforcing membrane
2. Asphalt course min 2” of 4.75 mm asphalt installed in two lifts.

1.2 Submittals

A. Certificates:

1. A certificate from the asphalt concrete paving materials producer setting forth the mix design that it intends to produce for this project.
2. A certificate from the asphalt concrete paving materials producer at the time of paving setting forth the mix design being produced for the material being delivered to the site. One certificate per day of paving operation will be required.
3. Material Certificate for geotextile material.

1.3 References

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Association of State Highway and Transportation Officials (AASHTO):
 - M 20 Penetration Grade Asphalt Cement
 - M 140 Grade RS-1 Rapid Setting Emulsified Asphalt
 - T 90 Determining the Plastic Limit and Plasticity Index of Soils
2. American Society for Testing and Materials (ASTM)
 - D 1557 Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18” (475-mm) Drop
 - D4123 Tension Test for Resilient Modulus of Bituminous Material
 - D 4867 Effect of Moisture on Asphalt Concrete Paving Mixtures
3. Georgia Department of Transportation Standard Specifications, 2021 Edition.

1.4 Quality Assurance

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

- B. Paving work, base course, etc., shall be done only after excavation and construction work which might damage them has been completed. Damage caused during construction shall be repaired before acceptance.
- C. The finished surface of the leveling course is intended for use as a tennis/basketball court. Therefore the intent of this leveling course must be the determining factor in its construction. The latest state-of-the-art in pavement construction utilizing laser control systems must be employed to insure that this intent is achieved.

1.5 Testing and Inspection

- A. The owner reserves the right to retain an independent testing laboratory to perform inspection and testing of paving and associated work in accordance with Section 01410-Testing Laboratory Services.
- B. Contractor Testing: Prior to commencing tennis court paving work of this Section, submit test results of ASTM D 4867 and ASTM D 4123. Surface course shall meet the standard of ASTM D 4867.

Part 2

2 – PRODUCTS

2.1 ASPHALT CONCRETE

- A. Asphalt concrete for the tennis/basketball court shall be a plant-mixed, hot-laid paving material, consisting of clean, crushed rock aggregate, mineral filler, and asphalt cement conforming to the following, and as amended herein:

ASPHALTIC CONCRETE – 4.75 MM MIX		
MIXTURE CONTROL	GRADING	
TOLERANCE	REQUIRMENTS	% PASSING
<u>+ 0.0</u>	½ in (12.5 mm) sieve	100*
<u>+ 5.6</u>	3/8 in (9.5 mm) sieve	90-100
<u>+5.7</u>	No. 4 (4.75 mm) sieve	75-95
<u>+ 4.6</u>	No. 8 (2.36 mm) sieve	60-65
<u>+ 3.8</u>	No. 50 (300 um) sieve	20-50
<u>+ 2.0</u>	No. 200 (75 um) sieve	4-12
	DESIGN REQUIREMENTS	
<u>+ 0.4</u>	Range for % AC	6.00-7.50
	Design optimum air voids (%)	4-7
	% Aggregate voids filled with AC	50-80
	Tensile splitting ratio after freeze-thaw cycle (GDT 66)	80% minimum

* Mixture control tolerance not applicable to this sieve for this mix.

Design this mixture at Superpave Mix Design Level A.

B. Notes:

1. The asphalt cement content shall be determined by the type of aggregate being coated. It shall be the highest percentage allowable for the particular aggregate being coated. This pavement will not be a traffic bearing pavement, therefore the asphalt cement content shall be raised three quarters to one percent (3/4% - 1%) above that which would be normally specified by local DOT to increase flexibility and to resist cracking. The asphalt content shall not exceed optimum in any case. The asphalt plant quality control laboratory shall submit a proposed mix design setting forth the normal and modified mix design indicating proposed and optimum asphalt content for the intended design.
2. The aggregates used in the mix shall be free from mineral pyrites, marcasite, wood particles or other deleterious materials which may cause staining/discoloration or interfere with the planarity or aesthetics of the playing surface.
3. Material passing the No. 200 sieve may consist of fine particles of the aggregate or mineral filler, or both. Material passing the No. 40 sieve shall be nonplastic when tested in accordance with AASSHTO T 90.
4. Design requirements – the maximum size of course aggregate shall be no more the one-half of the proposed lift thickness.

2.2 Asphalt Materials

- A. Asphalt cement used in paving mixtures shall be AC-20 conforming to AASHTO M-20 or M-226 or the asphalt cement in common use in the geographic area as dictated by climatic conditions.

2.3 GEOTEXTILE

- A. Pavement reinforcement fabric shall meet GDOT Standard Specifications for Type 1 Pavement Reinforcement Fabric Full Width.
- B. Material shall be accordance with Section 881 of GDOT specifications.
- C. Contractor shall submit material specs prior to beginning work.

PART 3

3 – EXECUTION

3.1 ASPHALT PAVING

- A. Asphalt paving mixture, equipment, methods of mixing and placing, and precautions to be observed as to weather, condition of base, etc., shall conform to standard local DOT practice and these Specifications for first-class tennis court paving by skilled workers in accordance with the best practices of the trade.
- B. Work shall not be performed during rainy weather or when temperature is less than 50 degrees F or when temperature has been less than 40 degrees F for 12 hours immediately prior to the application. Do not place asphalt material when base aggregate is wet or contains an excess of moisture.

- C. Asphalt surface courses shall each be applied in two lifts as indicated. The thickness indicated on the drawings is thickness to be achieved after compaction.
- D. The placing and spreading of the intermediate course shall be performed using laser control system attached directly to the paving machine to achieve the grades of the court pavement as indicated in the drawing.
- E. Adjacent concrete work, etc. shall be protected from stain and damage during paving operation. Damaged and stained areas shall be replaced or repaired to equal their original condition.
- F. Deliveries shall be timed to permit spreading and rolling all material during daylight hours, unless artificial light, satisfactory to the Engineer is provided. Loads which have been wet by rain or otherwise will not be accepted. Hauling over freshly laid or rolled material will not be permitted. Material shall be at 280 degree F minimum at time of placing.
- G. Placing and rolling of mixture shall be as nearly continuous as possible. Rolling shall begin as soon after placing as mixture will bear the operation without undue displacement. Delays in rolling freshly spread mixture will not be permitted. Rolling shall proceed longitudinally, starting at edge of newly placed material and proceeding toward previously rolled areas. Rolling overlap on successive strips shall be greater than or equal to ½ width of roller rear wheel. Alternate passes of roller shall be of slightly different lengths. Corrections required in surface shall be made by removing or adding materials before rolling is completed. Skin patching of areas where rolling has been completed will not be permitted. Surface shall be subjected to diagonal rolling. Crossing lines of the first rolling while mixture is hot and in compatible condition. Displacement of mixture or other fault shall be corrected at once by use of rakes or lutes and application of fresh mixture or removal and replacement of mixture, as required. Rolling of each course shall be continued until roller is eliminated. Roller shall pass over unprotected edge of course only when paving is to be discontinued for sufficient time to permit mixture to become cold. Compacted pavement shall have a maximum of 4% air voids.
 - 1. Intermediate course: Compact intermediate course using a 6-8 ton static tandem roller.
- H. In places not accessible to roller, mixture shall be compacted with hand tampers. Hand tampers shall weigh at least 50 lb and shall have a tamping area of less than or equal to 100 sq. in. Mechanical tampers capable of equal compaction will be acceptable in areas in which they can be employed effectively.
- I. Portions of pavement courses which become mixed with foreign material or are in any way defective shall be removed, replaces with fresh mixture, and compacted to density of surrounding areas. Asphalt materials spilled outside lines of finished pavement shall be immediately and completely removed. Such materials shall not be employed in the work.
- J. Joints shall present same texture, density, and smoothness as other sections of the course. Continuous bond shall be obtained between portions of existing and new pavements and between successive placements of new pavement. New material

at joints shall be thick enough to allow for compaction when rolling. Compaction of pavement, base and subgrade at joints shall be such that there is no yielding of new pavement relative to existing pavement when subjected to traffic. Offset leveling course joints a minimum of 2' from intermediate course joints.

- K. Variations in planarity of finished surface shall be less than or equal to the following tolerances when compared to the true grade elevation.
 - 1. Intermediate course- 1/8"
 - 2. Irregularities exceeding these tolerances or which retain water on the surface when flooded shall be corrected by removing defective work and replacing with new material conforming to this Section
 - 3. The finished asphalt pavement shall be allowed to cure for a full thirty (30) day period after the completion of the leveling course. The contractor shall notify the Owner as to the completion date of the leveling course and the 30 day curing period.

3.2 Geotextile Reinforcing Membrane

- A. A geotextile fabric shall be installed over the existing asphalt to act as a reinforcing stress relief and waterproofing membrane within the asphalt pavement system.
- B. The geotextile shall be installed in accordance with the manufacturer's recommendations and in accordance with Section 446 of GDOT specification
- C. The surface upon which the fabric is to be placed should be free of dirt, water and vegetation. The geotextile should not be laid either immediately after a rain or when rain is imminent as rain may cause a loss of bond between fabric and pavement. Wet fabric rolls should not be laid. If rolls are wet, allow material to fully dry before using.
- D. Fabric should be laid only when ambient temperatures are 50 degree F and rising.
- E. The liquid asphalt tack coat must be uniformly applied at a rate of 0.25 gallons per square yard residual asphalt. The quantity of liquid asphalt applied is extremely important. Sufficient asphalt must be applied to insure an adequate bond between the fabric and the intermediate course pavement surface and to saturate the fabric. Excessive tack coat application should be avoided to prevent bleed through and possible slippage. Insufficient liquid asphalt can result in lack of bonding between the fabric and the pavement surface. The fabric will absorb approximately 0.20 gallons per square yard residual asphalt. Therefore, 0.25 gallons per square yard residual asphalt is recommended to insure a bond between the fabric and the pavement surface.
- F. The geotextile shall be laid in a liquid asphalt tack coat applied to the surface of existing course by use of a hot applied liquid asphalt which shall be sprayed over the entire surface to insure full adhesion of the geotextile to the intermediate course.
- G. The liquid asphalt shall be applied at a minimum temperature of 290 degrees F. The liquid asphalt shall not exceed 320 degrees F, so as to not damage the fabric material.
- H. The geotextile fabric shall be rolled into the hot liquid asphalt while the liquid asphalt is hot and retains its tackiness. The fabric should be unrolled so the

bearded (fuzzy) side of the fabric is laid face down into the liquid asphalt, thus providing optimum bond between fabric and pavement.

- I. Overlay of the fabric joints should be minimal, approximately 1-3". Transverse joints should be "shingled" in the direction of paving to prevent edge pick-up by the paver during the leveling course operations. An additional liquid asphalt prime coat of 0.20 gallons per square yard residual shall be applied to fabric joints.
- J. Traffic shall not be allowed on the geotextile fabric after it is applied to the existing course prior to the paving of the leveling course.

Bid Form

Portal Tennis Courts Paving Project

1. Bid Price for Material Cost: \$ _____
Bid Price for Labor Cost: \$ _____
Shipping Cost (if any): \$ _____
Grand Total for Complete Job: \$ _____

GRAND TOTAL IN WORDS: _____

2. Does your bid meet all of our specifications including terms & conditions? (If your answer is no, note exceptions on the EXCEPTIONS TO SPECIFICATIONS SHEET)

Yes _____ No _____

3. Estimated number of days needed before actual work begins? _____

4. Estimated number of days needed to complete project? _____

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

REFERENCES SHEET

1. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

2. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

3. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 9, 2021 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY 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 Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], 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 Bulloch County, Georgia, 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 Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Name of Project

Bulloch County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 3 – Certificate of Liability Insurance
- 2. Page 13 – Exceptions to Specifications Sheet
- 3. Page 14 – Bid Form
- 4. Page 15 – References Sheet
- 5. Page 16 – Non Collusion Affidavit
- 6. Page 17 – Bidder Declaration
- 7. Page 18 – Contractor Affidavit

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract - Example

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A.
- B.
- C.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence no later than 5 days of the County’s issuance of a notice to proceed and shall be completed no later than 15 calendar days thereafter. Time is of the essence of this contract.
3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$ _____.
4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of 0 %, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work;

third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall

remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

17. Builder's Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County's purchase of builder's risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder's Risk Insurance shall be provided as follows:

- (X) Not required
- () Furnished by County
- () Furnished by Contractor

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

- A. Payment Bond: Required () Not Required (X)
- B. Performance Bond: Required () Not Required (X)

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively “the indemnitees”) from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney’s fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party’s facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
115 N Main Street
Statesboro, GA 3045
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

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

CONTRACTOR

BULLOCH COUNTY

By: _____

By: _____

County Manager

Title: _____

Attest: _____

Attest: _____

County Clerk

Title: _____