

BIDDING DOCUMENTS

PREPARED FOR

**EFFINGHAM COUNTY BOARD OF
COMMISSIONERS**

2016 ROAD RESTRIPIING



PURCHASING BID NO. ITB 17-008

PROJECT NO. 15-004

OCTOBER 2016

Effingham County Board of Commissioners
2016 Road Restriping
Project No. 15-001

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NOTICE TO CONTRACTORS

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Sealed BIDS will be received by the **Effingham County Board of Commissioners** at the office of the **Purchasing Agent** until **2.00 pm (Eastern Time) on Tuesday November 29, 2016** and then at said office publicly opened and read aloud.

The Work to be bid consists of furnishing all materials, labor and equipment for the Construction of:

Roadway Restriping

Street restriping on approximately 22,250 linear feet on Clys Kildaire Road; 14,575 linear feet on Ralph Rahn Road; 200 linear feet on Lewis Rahn Road's bridge; 200 linear feet on Log Landing Road's bridge and 400 linear feet on Long Bridge Road's bridge, all county roads within Effingham County.

All proposals shall be accompanied by a BID BOND in favor of the Effingham County Board of Commissioners in the amount of at least five percent (5%) of the BID for the complete work. The BID BOND shall be forfeited to the **Effingham County Board of Commissioners** as liquidated damages if the BIDDER fails to execute the CONTRACT and provide PERFORMANCE BOND (in the same form as sample attached at the end of this ITB) and PAYMENT BOND (in the same form as the sample attached at the end of this ITB) within ten (10) calendar days after being notified that he has been awarded the Contract.

Payment will be made on a monthly basis for work performed the previous month, less retainage. Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule.

The BIDDER is expected to examine the sites of the proposed work, the BIDDERS CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS and AGREEMENT forms before submitting a BID.

The **Effingham County Board of Commissioners** reserves the right to reject any and all Bids and to waive any informality in the bidding. Additionally Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. No Bids shall be withdrawn within 60 days after the actual date of the opening thereof. Bids from noncertified Bidders will not be considered.

The CONTRACT DOCUMENTS may be examined at the following location: **Effingham County Board of Commissioners, 601 North Laurel Street, Springfield GA, 31329.**

Copies of the CONTRACT DOCUMENTS may be obtained at:

<http://www.effinghamcounty.org/DepartmentsGP/PurchasingandProcurement/BidOpportunities.aspx>

The Completion Date for this Contract shall be 60 days from the date of the NOTICE TO PROCEED.

Bids shall be submitted in a sealed envelope, marked with the Purchasing Bid Number and Title, as well as the BIDDER'S name, and shall be addressed to the **Effingham County Board of Commissioners**.

ATTENTION: Effingham County Purchasing Agent

601 N. Laurel Street
Springfield, GA 31329

The BID must be submitted in duplicate and will include the following signed documents:

1. DOCUMENT CHECK LIST
2. DRUG FREE WORKPLACE CERTIFICATION, Attachment A
3. PROMISE OF NON-DISCRIMINATION STATEMENT, Attachment B
4. DISCLOSURE OF RESPONSIBILITY STATEMENT, Attachment C
5. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT, Attachment D
6. SUBCONTRACTOR AFFIDAVIT, Attachment E
7. NO BID STATEMENT, Attachment F
8. LIST OF SUBCONTRACTORS, Attachment G
9. BIDDERS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, Attachment H
10. GENERAL CONDITIONS
11. COMPLETED BID FORM
12. BID BOND, CERTIFIED CHECK OR CASHIER'S CHECK
13. CERTIFICATE OF INSURANCE
14. COMPLETED W-9

INSTRUCTIONS TO BIDDERS

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

1.2 HOW TO SUBMIT BIDS: All bids shall be:

A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the bid number and title, date and time of submission, and company name.

B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329

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

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

1.5 QUESTIONS: Any questions pertaining to the bid **must** be made in writing and must be received at the office of the Purchasing Agent no later than **2.00pm (Eastern Time) on Thursday November 17, 2016**, no response will be given to any questions received after this time. Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or hand delivered/mailed to Effingham County Board of Commissioners, Purchasing Office, 601 N Laurel Street, Springfield, GA 31329. The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (Eastern Time) on Monday November 21, 2016**. If hand delivering or mailing questions, please DO NOT mark the outside of the envelope with the bid number.

The only official answer or position of Effingham County will be the one stated in writing.

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

1.7 STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD: The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract.

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

term “contractor” may be used interchangeably with the term “bidder”.

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

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

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

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

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

** All Bidders are to read and complete the Bidders certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment H to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

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

** All Proposers are to read and complete the E-Verify affidavit enclosed as Attachment D to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive

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

perform such services or employment.

1.14 STATEMENT OF DISCLOSURE: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest. Enclosed as Attachment C.

Interests of Public Officials.

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

1.15 ITB SCHEDULE:

Invitation to Bid	Date/ Time
Owner issues public advertisement of ITB	October 31, 2016
Deadline for submission of written questions: Fax : 912-754-8413 Email : fcharleton@EffinghamCounty.org Hand deliver /regular mail : Effingham County Board of Commissioners, Purchasing Office, 601 N Laurel Street, Springfield, GA 31329	November 17, 2016 at 2.00pm (Eastern Time)
Addendum issued to answer questions (if any) and posted online at www.effinghamcounty.org	November 21, 2016 by 5.00pm (Eastern Time)
Deadline for submission of Bids	November 29, 2015 at 2.00pm (Eastern Time)
Bid goes before the Board of Commissioners for approval (Tentative)	December 20, 2016
Results posted online at www.effinghamcounty.org	December 21, 2016 before 5.00pm (Eastern Time)

ATTACHMENT A
DRUG FREE WORKPLACE CERTIFICATION

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

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

and;

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

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **ITB NUMBER 17-008 – 2016 Road Restriping** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____,
Name Title

Name of Bidder

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **ITB NUMBER 17-008 – 2016 Road Restriping** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to Effingham County or the performance of the contract resulting there from;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of: _____

Subscribed and sworn to before me on this _____ day of _____ 2015

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission expires:

Resident State: _____

**ATTACHMENT D
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 that is contracting with Effingham County 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, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

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 Effingham County, contractor will secure from such subcontractors) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent (Contractor Name)

Date

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 _____ 20___

Notary Public

My Commission Expires: - _____, 20 ___

* 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).

**ATTACHMENT E
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County 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 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the Contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent (Subcontractor Name) Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

* 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).

**ATTACHMENT F
NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

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

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

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

ITB No: **17-008**

Title: **2016 Road Restriping**

Signature: _____

Telephone Number: _____

Firm Name: _____

ATTACHMENT G
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 contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT	DBE (Y/N)

ATTACHMENT H

**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I hereby certify that I am the _____ and duly authorized representative of _____ (Contractor) whose address is _____ and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

(Date)

(Signature)

ITB 17-008 – 2016 Road Restriping

ATTACHMENT I

Legal Notice

Invitation to Bid

ITB 17-008 - 2016 Road Restriping

Effingham County, Georgia is seeking bids from firms interested in providing **ITB 17-008 - 2016 Road Restriping**.

Sealed proposals are due by **2.00 pm (Eastern Time) on Tuesday November 29, 2016** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Invitation to Bid is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: fcharleton@effinghamcounty.org

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

GENERAL CONDITIONS

1. **SPECIFICATIONS:** Any obvious error or omission in the specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same to the County.
2. **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
3. **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
4. **PRICES TO BE FIRM:** The Bidder warrants that Bid prices, terms and conditions quoted in his Bid will be firm for acceptance for a period of sixty (60) days from Bid opening date, unless otherwise stated in the Bid.
5. **COMPLETENESS:** All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The County shall have sole discretion in evaluating qualifications and responses of Bidders. Bidder acknowledges that in performing a contract for the Board, Bidder shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.11. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to the Board's contract.
6. **MULTIPLE PROPOSALS:** No Bidder will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.
7. **PATENT INDEMNITY:** Except as otherwise provided, the successful Bidder agrees to indemnify Effingham County and its officers, agents and employees against liability.
8. **QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER):** A responsible Bidder is defined as one who meets, or by the date of the Bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids. Effingham County has the right to require any or all Proposers to submit documentation of their ability to perform, provide or carry out the service requested and to disqualify the proposal of any Proposer as being unresponsive or un-responsible whenever such Proposer cannot.
9. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement.
 - A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with

- any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other competitor; and;
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.
10. **AWARD OF CONTRACT:** The contract, if awarded, will be awarded to the responsible bidder whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**
11. **TERM OF THE CONTRACT:** The contract period will be for the period specified in the contract document UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.
12. **INSURANCE PROVISIONS:** The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**
General Information that shall appear on a Certificate of Insurance:
- A. Name of Producer (Contractor's insurance Broker/Agent).
 - B. Companies affording coverage (there may be several).
 - C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
 - D. A Summary of all current insurance for the insured (includes effective dates of coverage).
 - E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
 - F. Certificate Holder (**This is to always include Effingham County**).
13. **LIMITS OF INSURANCE:** Effective coverage shall have the following limits:
- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
 - B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
 - C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis

14. **SPECIAL REQUIREMENTS:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Proposer must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

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

limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

16. **INTERPRETING SPECIFICATION:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid to provide a complete product or service package which meets all requirements. Specific equipment and system references may be included in the ITB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Changes in the scope of services, specifications, or terms and conditions of the ITB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings between a potential Bidder and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.
17. **SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Bidder after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
18. **NOTICE TO PROCEED:** The successful bidder shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
19. **PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for services delivered to the County are specified in the contract document.
 - A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
20. **CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the contract term.
21. **VENDOR DEFAULT:** In case of vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.
22. **METHOD OF COMPENSATION:** The successful Contractor will be compensated in accordance with the approved compensation schedule. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the project through the last day of the month (or a mutually agreeable time). All invoices shall be submitted on a monthly basis until the project is completed. Invoices shall be itemized to reflect actual expenses for each individual task and will be accompanied by a summary progress report which outlines the work accomplished during the billing period and shall identify any problems which may be inhibiting project execution. The terms of

the resulting contract are intended to supersede all provisions of the Georgia Prompt Pay Act. As long as the gross value of work is less than 50% of the total contract amount, or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the gross value of completed work meets or exceeds 50% of the total contract amount within a time period satisfactory to the County, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule. The contractor may submit a final invoice to the County for the remaining retainage upon the County’s acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the County to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by Effingham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the contract document, or the terms of any warranties required by the contract document or items previously made in writing and identified by the County as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except for those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

23. **RAIN DELAYS:** The time of completion includes an allowance for Rain Days that is based upon normal and anticipated rainfall events for the region for each month or part of a month that the resulting contract work is to be performed. For periods of less than a whole month, the number of days for that part of a month is determined on a prorated basis rounded to the nearest whole day. For the purpose of the resulting contract in determining the actual number of days incurred during the period of the contract, the following table shall apply:

January	4 Days	July	6 Days
February	5 Days	August	12 Days
March	6 Days	September	10 Days
April	8 Days	October	6 Days
May	1 Days	November	6 Days
June	8 Days	December	6 Days

Source: Mean number of days with precipitation 0.01 inch or more, U.S. Department of Commerce, National Oceanic & Atmospheric Administration - www.ncdc.noaa.gov.

No claim shall be made by the Contractor for delay of work due to an excessive number of rain days except when accordance with the following procedures. The above listed rain days shall be applied to the corresponding months during which construction occurs. The start of construction shall be the date of “Notice to Proceed” and the end of construction shall be the date of “Substantial Completion”. The Contractor shall provide and install a rain gauge meeting the requirements of the County. Rainfall amounts shall be recorded in a permanently bound booklet indicating the date and time of the reading, the amount of rainfall during the preceding 24 hour period and the name of the person taking the reading. The gauge shall be reset to zero after each reading. The reading shall be taken at the same times each day, at times of day that are mutually agreeable to the County and the Contractor and represent the normal beginning and ending times of workdays. A missed beginning time reading may be considered cause for invalidating the subsequent ending time reading. Any rain day shall be considered to have occurred if the amount of the rain measured at the normal ending time of a scheduled work day exceeds 0.01 inch and the Contractor provides satisfactory evidence that expected work was not performed on such day as a result of rainfall

High groundwater provision, high tide conditions including storm surges, base-flow drainage and drainage caused by wet weather conditions, and other causes of wet ground conditions at the job site shall not be considered as rain days or in any other way considered to be unexpected. The Contractor shall plan the work under these conditions.

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

25. **SURETY BOND REQUIREMENTS (CHECKED WHERE APPLICABLE):**

A. Bidder shall post a Bid Bond, Certified Check, or Money Order made payable to the Effingham County Finance Department in the amount of 5% of the Bid price.

B. Contractor(s) shall post a Payment/Performance Bond, Certified Check, or Money Order made payable to the Effingham County Board of Commissioners, in the amount of 100% of the Bid price if awarded the contract or purchase. Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due any sub-contractors.

C. Whenever a Bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Effingham County.

D. Bidder acknowledges Effingham County's right to require a Performance Bond of specific kind and origin.

E. Forfeit in the amount of the Bid Bond as liquidated damages if he/she fails to enter into a contract with Effingham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this Bid Proposal for the Bid amount, and;

F. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:

1. The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;
2. The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.

ITB 17-008 – 2016 Road Restriping

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

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

This _____ day of _____ 20 _____.

BY: _____
SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NUMBER

SUPPLEMENTAL CONDITIONS

PROJECT: ITB NUMBER 17-008 – 2016 Road Restriping

1. DESCRIPTION OF WORK:

The work will consist of furnishing all materials, labor and equipment for:

Street restriping on approximately 37,625 linear feet on two (2) County roads and three (3) County bridges as further described below.

A location map and other details for the project are provided elsewhere in these contract documents.

All construction shall be done, using DOT approved equipment, in accordance with and all materials shall meet the requirements of The Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition and any supplemental specification modifying them except as noted below and in the special provision.

Contract administration and inspection will be performed by Effingham County.

Materials that require inspection prior to shipment to the Project shall have a proper inspection seal, stamp or report as required by the Department of Transportation. If the Contractor fails to meet this requirement, the material shall be rejected and will not be allowed in the work.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, scope of work and other documents hereto attached and make a personal examination of the site of the proposed work, and to satisfy himself or herself as to the actual conditions and requirements of the work.

The bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, 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.

1. The Contractor shall have on The Work at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.
2. Georgia Standards and Construction Details, if desired, can be obtained through The Department of Transportation.
3. The Solid Traffic Stripe, Skip Traffic Stripe and Edge Line shall be constructed in accordance with Section 652 and 653 of The Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition. In the event the Work does not meet this Standard, the Primary Contractor will be stopped until The Work is satisfactory.
4. All Pavement Markings shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of Pavement Markings.

Unless otherwise directed, all work performed under this contract shall be in accordance with and all materials shall meet the requirements of The Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition and any supplemental specification modifying them except as noted below.

MODIFICATION OF STANDARD SPECIFICATIONS

SECTION 101

DEFINITION AND TERMS

Section 101.14
COMMISSIONER

Delete as written and substitute the following:
THE EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

Section 101.22
DEPARTMENT

Delete as written and substitute the following:
THE EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

Section 101.24
ENGINEER

Delete as written and substitute the following:
THE EFFINGHAM COUNTY, DIRECTOR OF
TRANSPORTATION, ACTING DIRECTLY THROUGH
HIS DULY AUTHORIZED REPRESENTATIVE.

Section 101.26
EXTENSION AGREEMENT

Delete in its entirety:

Section 101.28
FORCE ACCOUNT

Delete in its entirety:

Section 101.84
COUNTY

Add:
THE EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01
PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the
following paragraph:

"Bids will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude. Contractors must be presently prequalified to do this type of work with the Georgia Department of Transportation and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board." Bidders may be required to submit evidence setting forth qualifications, which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract."

ITB 17-008 – 2016 Road Restriping

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 responsive and 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 Effingham County, Georgia."

Section 102.08

PROPOSAL GUARANTY:

Substitute the following for the first sentence:

"No bid will be considered unless it is accompanied by a certified check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to the Board of Commissioners of Effingham County. Such Bid Bond shall be on the forms provided by the County."

Section 102.09

DELIVERY OF PROPOSALS:

Delete in its entirety and substitute the following:

"Bids must be submitted in duplicate in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Effingham County Purchasing Agent
Bid for Construction
Bid Number
Date and Hour of Bid Opening
Company Name

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

The bid package as described in Notice to Contractors 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."

Add Section 102.15

ADDENDA AND INTERPRETATION:

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 Office of County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia 31329. 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 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 responsive and responsible bidder. Effingham 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 103.04

RETURN OF PROPOSAL GUARANTY:

Delete in its entirety and substitute the following:

All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties will be considered if a request is made in writing.

Section 103.06

EXECUTION AND APPROVAL OF CONTRACT:

Delete in its entirety and substitute the following:

The Contract shall be signed by the successful Bidder and returned within 15 calendar days after the date of the letter transmitting the Contract to the Bidder. No Contract shall be considered as effective until it has been fully executed by all of the parties.

Section 103.07

FAILURE TO EXECUTE CONTRACT:

Delete in its entirety and substitute the following:

"Failure to execute the Contract, Contract Performance and Payment Bond, 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 Effingham County, not as a penalty, but as liquidation damages sustained. At the discretion of the County, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by County forces.

SECTION 104

SCOPE OF WORK

SECTION 104.03.A

AUTHORITY TO MAKE CHANGES:

Delete the second paragraph and substitute the following:

Whenever an alteration in character of work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before work is started on such alternation, except that in the absence of a Supplemental Agreement acceptable to both parties, the Engineer may direct that the work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment, signed by the State Highway Engineer and agreed to in writing by the Contractor.

All work shall be performed as directed and in accordance with the Specifications.

SECTION 105

CONTROL OF WORK

105.13

CLAIMS FOR ADJUSTMENTS AND DISPUTES:

Retain as written and add the following to Sub-Section 105.13.A.7:

Stand-By Rate will be 50 percent of the operating rate.

SECTION 107

LEGAL REGULATIONS & RESPONSIBILITY TO THE PUBLIC

107.13. F MAILBOXES

Delete in its entirety and substitute the following:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient for the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area. Mailboxes may require relocating more than once.

As soon as construction had progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox and post for any existing masonry mailboxes, and dispose of the masonry material. All mailboxes relocated by the Contractor shall meet the requirements of USPS Standard 7, Mailboxes, City and Rural Curbside, with wood posts no larger than 4” square, and the box bottom no lower than 48”. Wood posts can be purchased at a local supply store but must be treated and labeled “For Ground Contact”.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

SECTION 108

PROSECUTION AND PROGRESS

108.01 SUBLETTING OF CONTRACT

Retain this Section as written and add the following:

In accordance with the provisions stated above, the following items are designated Specialty Items whenever they appear in the Contract:

- All Grassing Items
- All Fencing Items
- All Highway Lighting Items
- All Highway Sign Items
- All Guardrail Items (Except Bridge Handrail)
- All Utility Items
- All Comfort and Convenience Facilities in Rest Areas
- All Landscaping Items
- All Pressure Grouting, Slab Removal and Replacement
- All Permanent Traffic Markings
- All Signal Systems
- All Railroad Track work above Sub-ballast
- Construction Layout

The cost of the above items will be subtracted from the original Contract Amount and the subsequent balance used to determine the percent limitation mentioned above.

If the Contractor elects to sublet a Specialty Item, no work on any such Specialty Items shall be begun without prior approval of the necessary Subcontract.

The Contractor's cost for Construction Layout shall be fully documented prior to deduction from the original Contract Amount.

The Contractor is advised that State Law O.C.G.A. 43-14-1 et. Seq. concerning Contractor Licensing Requirements is in effect and applicable to this project.

108.02 NOTICE TO PROCEED:

Retain as written except as follows:

Delete the second paragraph which begins "Within 10 calendar days" and substitute the following:

Within 10 calendar days after the Notice to Proceed has been issued, the Contractor shall begin the work. Contract Time charges for Available Day and Calendar Day projects will begin on the date the Contractor starts to work, or 10 days after the Notice to Proceed, whichever comes first. For Completion Date Projects Contract Time charges shall begin on the day after the Notice to Proceed.

Right-of-Way Acquisition on this project is complete.

The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provision of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07

PARTIAL PAYMENTS:

Delete the first sentence of the second Paragraph under "A. General". Delete Article A, 8.a, b, & d and substitute the following:

a. 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 Engineer, the Department shall retain 10% of the gross value of the completed work as indicated by the current estimate certified by the Engineer for payment.

b. After the gross value of completed work becomes equal to or exceeds 50% of the total Contract amount within a time period satisfactory to the Department, then the total amount to be retained shall be 0% of the gross value of the completed work as indicated by current estimates, until all pay items are substantially

completed. When time charges have ceased as defined in 108.07.G and pending final acceptance and final payment, the amount retained may be further reduced at the discretion of the Engineer, subject to agreement by the Contractor and his Surety.

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."

SECTION 109.10

INTEREST:

Delete as written and substitute the following:

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

SECTION 109.11

PRICE ADJUSTMENTS:

Delete as written and substitute the following:

No price adjustments will be made for this project.

INTENTIONALLY LEFT BLANK

GEORGIA DOT STANDARDS & CONSTRUCTION DETAILS

APPLICABLE FOR THIS PROJECT

	CONSTRUCTION DETAILS
T-11a	DETAILS OF PAVEMENT MARKING PLACEMENT ON NON-LIMITED ACCESS ROADWAY
T-15a	DETAILS OF RAISED PAVEMENT MARKER LOCATION NON-LIMITED ACCESS ROADWAY
T15c	DETAILS OF RAISED PAVEMENT MARKERS
	CONSTRUCTION STANDARDS
Ga. Std. 9023A	RAILROAD GRADE CROSSING SIGNS & MARKINGS
Ga. Std. 9024A	RAILROAD GRADE CROSSING RR SIGNING & MARKING AT CROSSINGS WITH RR SIGNALS AND/OR GATES

SCOPE OF WORK

GENERAL INFORMATION:

The purpose of this solicitation is to describe the requirements for street restriping. There is an estimated 37,625 linear feet (LF) of road way for restriping in the Unincorporated Area of Effingham County. Maps of the routes for this solicitation are attached.

All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, latest edition and the Manual in Uniform Traffic Control Devices, latest edition.

Restripe all existing roadway markings at existing locations on roadway and as currently marked. All striping shall comply with Sections 652 and 653 of the Georgia Department of Transportation's Standard Specifications, Construction of Transportation Systems, 2013 Edition.

Work cannot start before 7:00 AM and must be concluded no later than 8:00 PM, Monday thru Saturday.

Note: This is a unit price contract. Quantities are approximate and payment shall be for actual in-place work measurements.

Commencement and Completion:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF A "NOTICE TO PROCEED".

ALL WORK SHALL BE COMPLETED WITHIN 60 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 5 - BASIS OF BID

Clyo-Kildaire Road

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	44,350	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,625	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLF	17,080	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	12	\$	\$
654-1001	RAISED PVMT MARKERS, TP 1	EA	370	\$	\$
Total of All Bid Prices					\$

Ralph-Rahn Road

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-1000	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	2	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	28,900	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	16,550	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLF	6,750	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	48	\$	\$
654-1001	RAISED PVMT MARKERS, TP 1	EA	300	\$	\$
Total of All Bid Prices					\$

ITB 17-008 – 2016 Road Restriping

Lewis Rahn Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	400	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	400	\$	\$
Total of All Bid Prices					\$

Log Landing Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	400	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	400	\$	\$
Total of All Bid Prices					\$

Long Bridge Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	800	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	800	\$	\$
Total of All Bid Prices					\$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees to commence work within ten (10) days after the Notice to Proceed is issued and to complete all Work within 60 calendar days after the 10 day period.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of _____;
 - B. List of Proposed Subcontractors (Attachment G);
 - C. Evidence of authority to do business in the state of the Project;
 - D. Drug Free Workplace Certification (Attachment A);
 - E. Promise of Non Discrimination Statement (Attachment B);
 - F. Disclosure of Responsibility Statement (Attachment C);
 - G. Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment H);
 - H. Contractor Affidavit and Agreement (Attachment D);
 - I. Subcontractor Affidavit (Attachment E);

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

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A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ [*Insert contractor's name*], as Principal, hereinafter called the Principal, and (Surety) _____ a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, and held and firmly bound unto

Effingham County Board of Commissioners
601 N. Laurel Street,
Springfield, Georgia 31329

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (\$_____), or percent (**5** %) of the amount bid, whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

ITB Number 17-008 2016 Road Restriping

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____, 20____.

(Principal)

By:

(Witness) (Title)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Street restriping on approximately 37,625 linear feet on two (2) County roads and three (3) County bridges as further described below.

1.01 *The Project*

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ***ITB NUMBER 17-008 2016 Road Restriping***

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Public Works Department (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Completion and Final Payment*

The Work will be completed within **60** days after the date of the Notice to Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 3.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

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

Clyo-Kildaire Road

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	44,350	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	9,625	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLF	17,080	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	12	\$	\$
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Total of All Bid Prices					\$

Ralph-Rahn Road

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-1000	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	2	\$	\$
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652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	16,550	\$	\$
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLF	6,750	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	48	\$	\$
654-1001	RAISED PVMT MARKERS, TP 1	EA	300	\$	\$
Total of All Bid Prices					\$

ITB 17-008 – 2016 Road Restriping

Lewis Rahn Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
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Total of All Bid Prices					\$

Log Landing Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	400	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	400	\$	\$
Total of All Bid Prices					\$

Long Bridge Road (Bridge)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	800	\$	\$
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	800	\$	\$
Total of All Bid Prices					\$

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

- a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
- b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 Final Payment

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
 2. General Conditions (pages 1 to 7, inclusive).
 3. Supplemental Conditions (pages 1 to 8, inclusive).
 4. Specifications as listed in the table of contents of the Project Manual.
 5. Addenda (numbers to , inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
1. Field Order;
 2. Engineer's approval of a Shop Drawing or Sample; or
 3. Engineer's written interpretation or clarification.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Termination*

- A. **TERMINATION OF CONTRACT FOR CAUSE.**
COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.
- B. **TERMINATION OF CONTRACT FOR CONVENIENCE.**
COUNTY may terminate for convenience or without cause upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for

completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. **TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

10.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ITB 17-008 – 2016 Road Restriping

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Effingham County Board of Commissioners

By: _____

Title: Chairman

Attest: _____

Title: County Clerk

Address for giving notices:

601 N. Laurel Street
Springfield, GA 31329

CONTRACTOR

Contractor

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

NOTICE TO PROCEED

TO: Contractor

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB NUMBER 17-008 - 2016 Road Restriping

Gentlemen:

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within **60** calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$250.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this ____ day of _____, 2016

Effingham County Board of Commissioners

Wendall Kessler, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____ *[Insert name of contractor]* (hereinafter called the “Principal”) and _____ *Insert name of surety* (hereinafter called the “Surety”), are held and firmly bound unto Effingham County, (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of *[Insert contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated *[insert date of contract]*, which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the construction of a project known as *[insert name of project]*, as more particularly described in the Construction Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Construction Contract.
2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.

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7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ of _____, 20____.

Attest: *[Principal]*

Title

Attest: *[Surety]*

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS _____ [Insert name of contractor] (hereinafter called the "Principal") and _____ [Insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto Effingham County (hereinafter called the "Owner") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the _____ [description of the project], more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1)** Complete the Construction Contract in accordance with the terms and conditions; or
- 2)** Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner;
- 3)** Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

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The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20____.

(Principal)

By:

(SEAL)

Attest:

Secretary

(SEAL)

By:

Attest:

Secretary

[Attach Power of Attorney]