



# Cherokee County Board of Commissioners

Department of Transportation  
1130 Bluffs Parkway  
Canton, Georgia 30114

## Bid Documents

Bells Ferry Road at Old Bascomb Court  
Traffic Signal Installation  
Project No. 62103, Cherokee County

**BID NO.:** 2017-107

**BID DATE:** April 19, 2017

# Notice to Contractors

**BID NO.:** 2017-107

**THE PROJECT:** The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project:

**Bells Ferry Road at Old Bascomb Court – Traffic Signal Installation, Project No. 62103, Cherokee County**, as per current Georgia DOT Standards and Specifications.

Contract Time: **90** Calendar days, Proposal Guarantee: 5%

Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

The work to be done consists of the furnishing of all material, labor and equipment for this project. All work performed for this project will be in accordance with Georgia Department of Transportation Standard Specifications For Construction of Roads and Bridges, latest edition. Liquidated Damages assessed as per section 108.08 of the Georgia Department of Transportation Standard Specifications.

The Bidder shall be responsible for performing at least 60 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

## **SCHEDULE:**

<b>Issued</b>	March 20, 2017
<b>Questions Due</b>	April 12, 2017 by 5:00 PM
<b>Addendum Due</b>	April 14, 2017 by 5:00 PM
<b>Bids/Proposals Due</b>	<b>April 19, 2017 at 10:00 AM</b>
<b>Anticipated Award Date</b>	May 2, 2017 Board Meeting

**SUBMITTAL INSTRUCTIONS:** Interested Bidders/Proposers should complete and submit the Bid/Proposal Package which, at a minimum, will contain the following:

1. Bid Proposal Form/Information and Addenda Acknowledgement (Appendix A)
2. Non-Influence and Non-Collusion Affidavit (Appendix B)
3. E-Verify Affidavit (Appendix C)
4. Bid Bond or Certified Check (Appendix D)
5. Acceptance of County Agreement (Appendix E) – see “Contract” section below
6. Suspension, Debarment and Litigation Affidavit (Appendix F)
7. Schedule of Items (Initial each page, Sign last page) (Appendix G)
8. Project Specifics (Appendix H)

Please provide two (2) copies of your bid in a sealed envelope (**Entire Bid/Proposal Package**) of sufficient size with the following clearly typed or printed on the outside:

1. Company Name
2. Project Number
3. Bid Number
4. Date and Hour of Opening
5. Georgia Department of Transportation Prequalified Contractor Number

Sealed bids should be addressed as follows:

Attn: Procurement – Upper Level Admin Building  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

**A complete set of plans (on CD) and documents may be purchased for \$50.00 (fifty dollars) from the Cherokee County Purchasing Department – 1130 Bluffs Parkway, Canton, Georgia 30114, telephone number 770-721-7805. Please contact Amanda Lam ([aclam@cherokeega.com](mailto:aclam@cherokeega.com)) to order/pick up the electronic Bid Documents. Debit and credit cards cannot be processed as payment; only cash, check or money orders will be accepted. Please make checks payable to: Cherokee County Board of Commissioners.**

Bids will be received **until 10:00 AM local time Thursday, April 19, 2017.** At **10:00 a.m. local time on the above date,** the bids will be publicly opened and read aloud.

**QUESTIONS/ADDENDA:** Any inquiries concerning this bid should be made in writing to:

Geoffrey E. Morton, P.E., Public Works Agency Director  
Office of Roadway Capital Program Management  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway, Canton, Georgia 30114  
Or e-mail via: [aclam@cherokeega.com](mailto:aclam@cherokeega.com)

The deadline for making inquiries is **5:00 p.m., Wednesday, April 12, 2017.** Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

**CONTRACT:** The County intends to use its standard Construction Services Agreement to create a contract for the Work outlined in this solicitation. The Agreement has been included for review and reference as a separate PDF document to this solicitation and the County strongly urges all bidders/proposers to review the standard Agreement with its legal counsel and insurance representative(s). Acceptance of the Agreement and all terms and conditions, inclusive of the liability insurance limits, is to be noted on the provided form and as indicated in the Submittal Instructions above.

## **GENERAL SOLICITATION TERMS AND CONDITIONS:**

### **1. Project Schedule & Addenda**

- 1.1 All official dates and times will be posted to the Bids/RFP section of the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>).
- 1.2 The project schedule is subject to change at the discretion of the County. All schedule changes will be publicly posted in the Bids/RFP section on the County's website.
- 1.3 Changes or clarifications to the schedule and specifications will be issued as addenda that will be posted on the County's website in the Bids/RFP section under the solicitation number. It is the bidder's responsibility to monitor the website for addenda and comply with any additional proposal requirements included in the addenda.

### **2. Questions/Information**

- 2.1 All questions and requests for information shall be addressed to the Procurement Agent via email within the deadline set by the County in the project schedule for submitting questions. Questions received after the question submission deadline will be answered at the County's discretion.
- 2.2 Questions should include RFP number, a reference to the specific section(s) in question, and provide an email contact for acknowledgement.
- 2.3 It is the bidder's responsibility to ensure that the Purchasing Agent has received the question and that an acknowledgement has been sent verifying receipt.
- 2.4 Answers to questions received prior to the question submission deadline will be posted on the County's website in the form of an addendum.

### **3. Pre-Bid/Proposal Meeting (if applicable)**

- 3.1 Discussions during the pre-bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation package and posted addenda shall constitute the official information to be used by the bidder in preparing a bid/proposal.
- 3.2 All attendees at mandatory pre-bid/proposal conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 15 minutes once the meeting has begun. After the 15 minute grace period, it will be at the sole discretion of the County to allow further signatures from late arrivers. It is the responsibility of the bidder to ensure they have signed the attendance sheet in order to receive credit for attending the meeting; the County assumes no responsibility for the bidder's attendance or directions to the meeting.

### **4. Communication with County Representatives**

- 4.1 Bidders shall avoid engaging in communication with County staff or elected officials regarding this project, unless directed by the Procurement Agent in charge of this solicitation. Unauthorized contact may disqualify the bidder from further consideration.

### **5. Proposal Preparation & Submission**

- 5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the bidder's capabilities to satisfy the requirements of the solicitation.

- 5.2 The County expects bids/proposals to be well organized according to the terms and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).
- 5.3 Any and all costs associated with participating in this solicitation will be solely borne by the bidder.
- 5.4 Proposals and required forms must be signed by an authorized representative of the bidder.
- 5.5 Information which the bidder desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the bid/proposal and designated as "Additional Material".
- 5.6 It is the bidder's responsibility to ensure that the bid/proposal is responsive to all the County's requirements and complete in all aspects.
- 5.7 The original bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 ½" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 ½" X 11".
- 5.8 The bid/proposal, at a minimum, should contain all of the County's standard forms provided in the solicitation and any additional information as listed in the Submittal Instructions above; lack of such required submittals may be reason to deem a bid/proposal "non-responsive". Such a determination by the County shall not be a cause of action by the bidder/proposer against Cherokee County.
- 5.9 Bidders should use the forms included in the solicitation; alternate forms may not be accepted.
- 5.10 Bids/Proposals are to be mailed or delivered in a sealed envelope to the address provided below and in the solicitation.
- 5.11 Bids/Proposals should include the RFB/RFP number on the outer most packaging.
- 5.12 It is the responsibility of the interested party to ensure the timely delivery of the bid or proposal. Improperly addressed bids/proposals risk not being delivered to the Procurement Agent by the submission deadline. Late proposals will not be accepted.
- 5.13 Unless otherwise noted in the solicitation, the proposals should be addressed as follows:
  - Solicitation # 2017-107
  - Attn: Procurement – Upper Level Admin Building
  - Cherokee County Board of Commissioners
  - 1130 Bluffs Pkwy, Canton GA 30114

## **6. County's Right to Amend and/or Cancel**

- 6.1 The County reserves the right to cancel this solicitation, in whole or in part, at any time prior to award.

## **7. Subcontractors**

- 7.1 Bidders whose bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

## **8. County Specifications and Bidder Performance**

- 8.1 Bidders are expected to have the professional expertise to offer the products/services that are consistent with the County's solicitation objectives and that are in the best interest of the County. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Purchasing Agent as soon as possible to avoid an inferior work product.
- 8.2 Acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of bidder's performance. No approval of designs, plans, or

specifications by any person, body or agency shall relieve bidder of the responsibility for adequacy, fitness, suitability, and correctness of bidders' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

### **9. Open Records and Confidential Information**

9.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by the County to be included in the bidder's bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the bid/proposal is proprietary will not be honored.

### **10. County Assumes No Contractual Obligation**

10.1 The County assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Commissioners and/or County Manager and a fully executed Agreement and/or Purchase Order is provided to the selected bidder. Bidders or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.

### **11. Contractor Responsibility**

11.1 The bidder is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the bidder is the manufacturer or producer of such Property. Further, the bidder will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

### **12. Bidders Submission Creates a Contractual Obligation**

12.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Bidder, at the prices stated in the bid/proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this solicitation.

12.2 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the bidder fully agrees to the County's Standard Agreement in its entirety. The County reserves the right to reject all exceptions and award the work to a bidder who agrees to the County's terms and conditions without exceptions.

### **13. Tax Exemption**

13.1 The County is exempt from the payment of any federal excise or any Georgia sales tax. The price bid/proposal must be net, exclusive of taxes.

### **14. Classifying Proposals as Responsive and Responsible**

14.1 The Procurement Agent or designee will determine whether a bidder has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. Proposals found nonresponsive will not be considered further.

14.2 The County may make such investigations as it deems necessary to determine the ability of each bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.

### **15. Proposal Withdrawal**

- 15.1 Bidders may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the bidder shall give notice in writing of his claim of right to withdraw his bid/proposal due to an error within two (2) business days after the date of final submission to the County. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid/proposal. If a bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive bid/proposal shall be deemed to be low bid/proposal.
- 15.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

#### **16. Opportunity for Discussion**

- 16.1 Bidders may also be requested to make an oral presentation and/or product demonstration to clarify their bid/proposal or to further define their offer. In either case, Bidders should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the bidder's expense.

#### **17. Acceptance of Lowest Priced Proposal Not Required**

- 17.1 The County shall select the bidder that, in its discretion, offers the most advantageous offer to the County. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

#### **18. County's Right to Reject Bids/Proposals**

- 18.1 The County reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The County further reserves the right to make a selection and final award as deemed to be in the best interest of the County.

#### **19. Proposals Become County Property**

- 19.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of the County when received. Any proprietary information contained in the proposal must be so indicated.

#### **20. Suspension, Debarment and Litigation**

- 20.1 Bidders are expected to notify the County of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Bidders should provide the County with a list of current or past suspensions or debarments along with a description of the facts surrounding the suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.
- 20.2 Bidders are accountable for selecting and managing appropriate subcontractors. Bidders presenting bids and proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state

and/or federal) may cause the bidding or proposing bidder to be considered non-responsive and/or non-responsive unless the primary bidder as a part of their bid or proposal:

- a) notifies the County that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
- b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and
- c) states a compelling reason for including the subcontractor(s) in their bid or proposal, and
- d) includes measures that the bidding or proposing contractor will take to ensure that the subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and
- e) in the sole judgement of the County it considers the situation to be so compelling that it determined to be in the best interest of the County to allow the one- time use of the subcontractor without prejudice for further consideration on future procurements.

## **21. Insurance**

- 21.1 If insurance is required under the terms of the contract for this project, the County shall be listed as an additional insured on the Certificate of Insurance. The “Certificate Holder” shall be listed as “Cherokee County, Georgia, acting by and through its Board of Commissioners, 1130 Bluffs Pkwy, Canton, GA 30114”.

**END OF REQUEST FOR BID**

*Appendices begin next page.*



APPENDIX "A"

**Solicitation #RFB 2017-107**

---

***Bid Proposal***

Proposal of \_\_\_\_\_ (Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of \_\_\_\_\_ and doing business as \_\_\_\_\_.

Georgia Department of Transportation Prequalified Contractor No. \_\_\_\_\_

TO: Cherokee County  
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to Contractors and all Bidding Documents for the **Bells Ferry Road at Old Bascomb Court - Traffic Signal Installation, Project No. 62103, Cherokee County**, project, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, latest edition.

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because

actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

Bidder: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A" (cont'd)**  
**Solicitation #RFB 2017-107**

---

***INFORMATION AND ADDENDA ACKNOWLEDGEMENT FORM***

---

Name of Company

---

Address - City, State and Zip Code

---

Name & Title of Primary Contact (for proposal clarifications/questions)

---

Phone of Primary Contact

---

Email of Primary Contact

Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date: \_\_\_\_\_

No Addenda Issued \_\_\_\_\_

---

Proposer's Signature

---

Date

**APPENDIX "B"**

**Solicitation #RFB 2017-107**

---

***NON-COLLUSION AFFIDAVIT***

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of Company)

the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public)

[SEAL REQUIRED]

My Commission Expires: \_\_\_\_\_

**APPENDIX "C"**

**Solicitation #RFB 2017-107**

---

***E-VERIFY AFFIDAVIT***

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<hr/> <p>Federal Work Authorization User Identification Number</p>	I hereby declare under penalty of perjury that the foregoing is true and correct.
<hr/> <p>Date of Authorization</p>	Executed this _____ day of _____, 20____ in _____ (City), _____ (State).
<hr/> <p>Name of Contractor</p>	<hr/> <p>Signature of Authorized Officer/Agent</p>
<hr/> <p>Name of Project</p>	<hr/> <p>Printed Name of Authorized Officer/Agent</p>
<hr/> <p>Cherokee County Board of Commissioners</p>	<hr/> <p>Title of Authorized Officer/Agent</p>
<hr/> <p>Name of Pubic Employer</p>	NOTARY
	Subscribed and sworn before me on this _____ day of _____, 20____
	<hr/> <p>NOTARY PUBLIC SIGNATURE</p>
	[NOTARY SEAL]
	My Commission Expires: _____

Not Applicable by Statute or labor less than \$2,500

**APPENDIX "D"**

**Solicitation #RFB 2017-107**

***BID BOND***  
**PENAL SUM FORM**

**CHEROKEE COUNTY, GEORGIA**

BIDDER (Name and Address):

\_\_\_\_\_

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

\_\_\_\_\_

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

Cherokee County, Georgia  
Purchasing Office  
1130 Bluffs Parkway  
Canton, Georgia 30114

BID#: 2017-107

BID DUE DATE: April 19, 2017

PROJECT (Brief Description Including Location):

Bells Ferry Road at Old Bascomb Court Traffic Signal Installation, Project No. 62103, Cherokee County

BOND

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

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

BIDDER

SURETY

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title:

By: \_\_\_\_\_  
Signature and Title:  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

Attest: \_\_\_\_\_  
Signature and Title:

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the County; or

3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

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

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



**APPENDIX "E"**

**Solicitation #RFB 2017-107**

---

***ACCEPTANCE OF COUNTY AGREEMENT***

The Contract used for this solicitation will be the County's standard  Professional Services Agreement ("PSA") or  Construction Services Agreement ("CSA").

Using this form, please indicate either the willingness to sign the Contract included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Bidder (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Bidder (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the bid/proposal; no exceptions or modifications to the contract will be considered after bid/proposal review by the County (i.e. after the opening). All exceptions to the County's contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Bidder will not receive further consideration.

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

\_\_\_\_\_ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

*OR*

\_\_\_\_\_ I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.*

I CERTIFY that the above information is true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

**APPENDIX "F"**

**Solicitation #RFB 2017-107**

---

***SUSPENSION, DEBARMENT AND LITIGATION AFFIDAVIT***

Is proposing/bidding company currently suspended or debarred from doing business with any Federal, State and/or local agency?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, please indicate each agency that has suspended or debarred the company and the situation and/or reason for the suspension or debarment in the space below (a separate piece of paper may be used if necessary).

Is proposing/bidding company currently involved in any legal matter with or under investigation by any Federal, State and/or local agency?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, please indicate each agency and the situation and/or reason in the space below (a separate piece of paper may be used if necessary).

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

*Signature*

Authorized Representative: \_\_\_\_\_

*Printed Name and Title*

Date: \_\_\_\_\_

**APPENDIX "G"**

**Solicitation #RFB 2017-107**

COST ESTIMATE					
BELLS FERRY RD @ OLD BASCOMB CT					
ROADWAY ITEMS					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ITEM COST	TOTAL COST
441-0016	DRIVEWAY CONCRETE, 6 IN TK	15	SY		
441-0104	CONCRETE SIDEWALK, 4 IN	50	SY		
441-0108	CONCRETE SIDEWALK, 8 IN	60	SY		
441-0754	CONCRETE MEDIAN, 7 1/2 IN	60	SY		
610-2700	REM CONCRETE	25	SY		
610-9001	REM SIGN	2	EA		
634-1200	RIGHT OF WAY MARKERS	18	EA		
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	1	LS		
656-0240	REMOVE EXIST SOLID TRAF STRIPE, 24 IN, THERMOPLASTIC	75	LF		
656-4001	REMOVE EXIST TRAF MARKINGS, THERMOPLASTIC	20	SY		
656-5000	REMOVE EXIST TRAF MARKINGS - ARROWS	2	EA		
				Sub Total	
SIGNING AND MARKING ITEMS					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ITEM COST	TOTAL COST
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	18	SF		
636-2070	GALV STEEL POSTS, TP 7	10	LF		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	EA		
653-0170	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	2	EA		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	280	LF		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	120	LF		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	920	LF		
				Sub Total	
SIGNAL ITEMS					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ITEM COST	TOTAL COST
639-3004	STEEL STRAIN POLE TYPE IV	4	EA		
647-2150	PULL BOX, PB-5	1	EA		
682-6233	CONDUIT, NONMETL, TP 3, 2"	725	LF		
682-6333	CONDUIT, NONMETL, TP 2, 2"	150	LF		
937-1000	VIDEO CAMERA SENSOR ASSEMBLY	1	EA		
				Sub Total	
				GRAND TOTAL	

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX “H”**

### **Solicitation #RFB 2017-107**

---

#### ***PROJECT SPECIFICS***

1. The Contractor shall not perform work or move equipment or materials on the traveled way that visibly interferes with traffic flow on the mainline or local streets between the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, Monday through Friday unless approved by the Engineer. Equipment or materials moved on or across the traveled way at other times shall be done in a manner as not to unduly interfere with traffic.
2. It is the contractor’s responsibility for coordination of utilities.
3. Construction signs need to be mounted.
4. The price for removal of old signal equipment shall be included in the bid price for the new signal installation.
5. Traffic signal installation to be fully operational by August 1, 2017.