

# **BIDDING DOCUMENTS**

**PREPARED FOR**

**EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS**

**For**

**Paving Repairs - Bunyan Kessler Rd;  
Courthouse Rd; Elections New  
Parking Lot Addition**



**PURCHASING BID NO. 20-004**

**April 2020**

**Effingham County Board of Commissioners**  
**Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New**  
**Parking Lot Addition**  
**ITB No. 20-004**

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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 **11.00am** (Eastern Time) on **Wednesday May 12, 2020** 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:

**Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

The Work is generally described as follows:

Pavement repairs on Bunyan Kessler Road and Courthouse Road along with new parking lot addition at Elections building.

***A PRE-PROPOSAL CONFERENCE*** has been scheduled for **10.00am** (Eastern Time) on **Tuesday, April 14, 2020** and will be conducted via teleconference due to COVID-19, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Interested parties **MUST** email their contact information to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) to receive the teleconference information.

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm** (Eastern Time) on **Thursday, April 23, 2020**. No response will be given to any questions received after **5.00pm** (Eastern Time) on **Thursday, April 23, 2020**. Questions may be faxed to 912-754-8413; emailed to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) or mailed to the address above. If questions are mailed, please **DO NOT** put the bid number on the outside of the envelope.

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](http://www.effinghamcounty.org) before **5.00pm** (Eastern Time) on **Wednesday, April 29, 2020**.

**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 and PAYMENT BOND 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/279/Purchasing-Procurement>

**The Completion Date for this Contract shall be 200 calendar 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 - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment C
5. NON COLLUSION AFFIDAVIT, Attachment D
6. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT (E-VERIFY) - CONTRACTOR, Attachment E
7. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT (E-VERIFY) – SUBCONTRACTOR (*if applicable*), Attachment F
8. LIST OF SUBCONTRACTORS, Attachment H
9. GENERAL CONDITIONS
10. COMPLETED BID FORM
11. BID BOND, CERTIFIED CHECK OR CASHIER'S CHECK
12. CERTIFICATE OF INSURANCE
13. COMPLETED W-9

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

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

Please indicate you have completed the following documentation; and then submit as **REQUIRED.**

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
X		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
X		PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
X		PAYMENT BOND- UPON AWARD OF CONTRACT ( FORM PROVIDED)
X		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONTRACTORS
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL**

## **INSTRUCTIONS TO BIDDERS**

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

**1.2 HOW TO SUBMIT BIDS:** All bids shall be:

- 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.**

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

**1.4 QUESTIONS:** Any questions pertaining to the bid **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm** (Eastern Time) on **Thursday, April 23, 2020**. Questions may be faxed to 912-754-8413; emailed to [abruton@effinghamcounty.org](mailto:abruton@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](http://www.effinghamcounty.org) before **5.00pm** (Eastern Time) on **Wednesday, April 29, 2020**. 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.**

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

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

- 1.7 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a bid by the County the bid shall become the property of the County without compensation to the Contractor, for disposition or usage by the County at its discretion. The particulars of the bid documents will remain confidential until final award of the contract.
- 1.8 BIDDER:** Whenever the term "Bidder" is used it shall encompass the "person," "business," "firm," "contractor" or other party submitting a bid to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this Invitation to Bid the term "contractor" may be used interchangeably with the term "bidder".
- 1.9 CONTRACT:** Whenever the term "Contract" is used it shall encompass "purchase order" and "agreement."
- 1.10 COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 COUNTY:** Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.
- 1.12 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Bidders **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

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

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

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

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

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

**1.14 PROTECTION OF RESIDENT WORKERS:** Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the 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.

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

**1.16 ITB SCHEDULE:**

Invitation to Bid	Date/ Time
Owner issues public advertisement of ITB	Monday, April 6, 2020
Pre-bid Meeting	10.00am (Eastern Time) Tuesday April 14, 2020
Deadline for submission of written questions:	5.00pm (Eastern Time) Thursday, April 23, 2020
Addendum issued to answer questions (if any) and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a>	5.00pm (Eastern Time) Wednesday, April 29, 2020.
Deadline for submission of Bids	11.00am (Eastern Time) Tuesday, May 12, 2020.
Bid goes before the Board of Commissioners for approval (TENTATIVE)	Tuesday May 12, 2020



**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 full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **ITB No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition** 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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by this presence, that I (We) \_\_\_\_\_

Name \_\_\_\_\_, (herein after “Company”), Title \_\_\_\_\_

In consideration of the privilege to Bid on the following Effingham County Procurement titled **ITB No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition** hereby consent, covenant, and agree as follows:

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

## **ATTACHMENT C**

### **DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (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 - Bidders Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 2)**

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.

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 : \_\_\_\_\_

**DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 3)**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

**THIS SECTION INTENTIONALLY LEFT BLANK**

**ATTACHMENT D**  
**NON-COLLUSIVE AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Effingham County Board of Commissioner's policies, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud of any type. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized by my employer to sign this statement on their behalf.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

\_\_\_\_\_  
Contractor

has not, by itself or with any others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on this project by any means whatsoever, nor has Affiant caused or induced another to withdraw a bid or offer for the work and/or to submit an invalid and or incorrect bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is a bona fide offer, and that no one has contacted any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to other bidders, to do so at a higher prices.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
President / Vice President / Principal / Owner

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

\_\_\_\_\_  
Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

NOTE: If the contractor is a partnership, all of the partners and officers, agents, or other persons who may have represented or acted on behalf of the partnership in bidding for or procuring this contract shall also make this oath. If the subcontractor is a corporation, all of the officers, agents, or other persons who may have represented or acted on behalf of the corporation in bidding for or procuring this contract shall also make this oath.

**ATTACHMENT E**  
**CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation 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 F**

**SUBCONTRACTOR AFFIDAVIT (E-VERIFY)**

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 G  
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. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

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

Telephone Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**ATTACHMENT H**  
**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:

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

**ATTACHMENT I**

**Legal Notice**

**Invitation to Bid**

**ITB No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

Effingham County, Georgia is seeking bids from firms interested in **ITB No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition** .

Sealed proposals are due by **11.00am** (Eastern Time) on **Tuesday, May 12, 2020** 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](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: [abruton@effinghamcounty.org](mailto:abruton@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".

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## GENERAL CONDITIONS

- 1.1 **SPECIFICATIONS:** Any obvious error or omission in the specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same to the County.
- 1.2 **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
- 1.3 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 1.4 **PRICES TO BE FIRM:** The Bidder **warrants** that Bid prices, terms and conditions quoted in his Bid will be firm for acceptance for a period of sixty (60) days from Bid opening date, unless otherwise stated in the Bid.
- 1.5 **COMPLETENESS:** All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The County shall have sole discretion in evaluating qualifications and responses of Bidders. Bidder acknowledges that in performing a contract for the Board, Bidder shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.12 of section 01150 . 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.
- 1.6 **MULTIPLE PROPOSALS:** No Bidder will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.
- 1.7 **PATENT INDEMNITY:** Except as otherwise provided, the successful Bidder agrees to indemnify Effingham County and its officers, agents and employees against liability.
- 1.8 **QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER):** A responsible Bidder is defined as one who meets, or by the date of the Bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids. Effingham County has the right to require any or all Proposers to submit documentation of their ability to perform, provide or carry out the service requested and to disqualify the proposal of any Proposer as being unresponsive or un-responsible whenever such Proposer cannot.
- 1.9 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement.
  - A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price

- with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

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

**1.11 TERM OF THE CONTRACT:** The contract period will be for the period specified in the contract document **UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.**

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

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (Contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

**1.13 LIMITS OF INSURANCE:** Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

**1.14 SPECIAL REQUIREMENTS:**

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

**1.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:**

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

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

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

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

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

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

- 1.16 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by 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.

- 1.17 INTERPRETING SPECIFICATION:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid to provide a complete product or service package which meets all requirements. Specific equipment and system references may be included in the ITB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Changes in the scope of services, specifications, or terms and conditions of the ITB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings between a potential Bidder and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.
- 1.18 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Bidder after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 1.19 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.
- 1.20 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for services delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

- 1.21 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the contract term.
- 1.22 VENDOR DEFAULT:** In case of vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.
- 1.23 METHOD OF COMPENSATION:** The successful Contractor will be compensated in accordance with the approved compensation schedule. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the project through the last day of the month (or a mutually agreeable time). All invoices shall be submitted on a monthly basis until the project is completed. Invoices shall be itemized to reflect actual expenses for each individual task and will be accompanied by a summary progress report which outlines the work accomplished during the billing period and shall identify any problems which may be inhibiting project execution. The terms of the resulting contract are intended to supersede all provisions of the Georgia Prompt Pay Act. 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.
- 1.24 SCHEDULE:** No monetary compensation shall be made by the contractor for delay in work due to rain days. The start of construction shall be the date of the "Notice to Proceed" and the end of construction shall be the date of "Substantial Completion."
- 1.25 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.
- 1.26 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.



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

**THIS SECTION INTENTIONALLY LEFT BLANK**

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 No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

#### **DESCRIPTION OF WORK:**

The Work is generally described as follows:

Pavement repairs to the existing Bunyan Kessler and Courthouse roads and the addition of a new parking lot at Elections Building

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 observations 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 653 and 654 of The Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition, and Special Provision 150, Traffic Control. In the event the Work does not meet this Special Provision, the Primary Contractor will be stopped until The Work is satisfactory.
4. All Pavement Markings, both Interim and Permanent, 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 applied as part of the Traffic Control Plan. All interim marking tape & RPM's on the final surface shall be removed prior to the placement of the final marking.  
**This work will not be paid for separately, but shall be included in the Bid Price for Item 150, Traffic Control.**
5. Edge lines will not be required on Intermediate Surfaces that are in use for a period of less than thirty (30) Calendar Days except at bridge approaches, on lane transitions, lane shifts and in such other

areas determined by the Engineer. On the Final Surface, Edge lines shall be placed within fourteen (14) Calendar Days of the time that the Surface was placed.

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

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:  
EFFINGHAM COUNTY, ENGINEERING DEPARTMENT

Section 101.26  
EXTENSION AGREEMENT

Delete in its entirety:

Section 101.28  
FORCE ACCOUNT

Delete in its entirety:

Section 101.84  
COUNT

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."

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

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

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.B.7:

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

SECTION 107

LEGAL REGULATIONS & RESPONSIBILITY TO THE PUBLIC

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.

#### GEORGIA DOT STANDARDS APPLICABLE FOR THIS PROJECT

	<b>CONSTRUCTION DETAILS</b>
P-7	PAVEMENT EDGE TREATMENT ASPHALT AND CONCRETE PAVEMENT
T-11a	DETAILS OF PAVEMENT MARKING PLACEMENT ON NON-LIMITED ACCESS ROADWAY
T-12a	DETAILS OF PAVEMENT MARKING ARROW LOCATION
T-12b	DETAILS OF PAVEMENT MARKINGS-ARROWS
T-15a	DETAILS OF RAISED PAVEMENT MARKER LOCATION NON-LIMITED ACCESS ROADWAY
T15c	DETAILS OF RAISED PAVEMENT MARKERS
T16	DETAILS OF BICYCLE LANE PAVEMENT MARKINGS
	<b>CONSTRUCTION STANDARDS</b>
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
Ga. Std. 9100	TRAFFIC CONTROL GENERAL NOTES, STANDARD LEGEND AND MISCELLANEOUS DETAILS
Ga. Std. 9102	TRAFFIC CONTROL DETAIL FOR LANE CLOSURE ON TWO-LANE HIGHWAY

**THIS SECTION INTENTIONALLY LEFT BLANK**

## SCOPE OF WORK

### GENERAL INFORMATION:

The Work is generally described as follows:

The following is the General Scope of Work for the repairs to the existing county road (Courthouse Road) for Effingham County. The repairs to be performed on the existing road are located at the intersection of Courthouse Road & Little McCall Road and Courthouse Road & McCall Road. The work within these two areas will consist of:

- Provide traffic control as needed during the work. Road to remain open to traffic during the repair work.
- Perform milling of the existing road surface (approximately 4”).
- Perform all testing of material and construction and perform all surveying needed
- After completion of milling activities, install recycled asphaltic concrete patch surface course, Type II, GP2 only with bitumastic material & H lime. To provide a smooth, solid pavement transition to the adjacent road surfaces.
- The unit prices provided in the bid may be used to identify and repair other sections of Courthouse that may need repairs during the course of this work.
- Upon completion of repair to the roadway surface, install new traffic striping as required in the repaired areas consistent with the existing striping system.

The following is the General Scope of Work for the repairs to the existing county road (Bunyan Kessler) for Effingham County. This road is an existing asphalt surface with an ash base. The repairs to be performed on two selected sections are not considered as a permanent solution to the ongoing issues with the roadway performance. The two sections to be repaired will be field identified during the bid process and then verified prior to the start of the work. The work within these two sections will consist of:

- Provide traffic control during the work. Road to remain open to traffic during the repair work.
- Perform milling of the high portions of the road surface (approximately 2”) to match adjoining areas of pavement.
- Perform all testing of material and construction and perform all surveying needed
- After completion of milling activities, install recycled asphaltic concrete 12.5mm SUPERPAVE surface course, Type II, GP2 only with bitumastic material & H lime.
- Upon completion of repair to the roadway surface, install new traffic striping in the repaired areas consistent with the existing striping system.

The following is the Scope of Work for the installation of a new asphalt parking area addition and miscellaneous pavement improvements at the County’s Board of Elections Facility on W Madison St/SR 119 S. **\*See Appendix A**

- Remove existing stone/sand surface material from existing unimproved lot area and stockpile on site for future use. Remove all existing landscaping bushes, etc. within the parking area limits.
- Perform topographic survey and layout for proposed parking area. Rough grade existing area and compact subgrade to 95% maximum dry density. Provide survey information to County Engineering for review and adjustment if necessary.
- After determination of final grade elevations for parking area, Contractor is to install granite aggregate base course material reusing previously removed stone if practical and providing new stone base if needed. Grade and compact to 100% maximum dry density
- Install prime and tack coats and place new 2.0” asphaltic concrete, DOT Type 9.5mm Superpave surface course per DOT specifications.
- Install parking lot pavement striping, 4” wide, white, and precast concrete wheel stops where indicated.
- During the construction of the new parking lot area, Contractor is to provide barricades, traffic control as required to protect new pavement area until completed and accepted by the County.

- Contractor to refurbish existing parking space striping located at entrance to the existing building including appropriate striping and signage for 3 ADA spaces where indicated.
- Prior to any excavation or disturbance of soils, Contractor is to Contact “Georgia 811- Call Before You Dig” and apply for Land Disturbance Activities permits and placement of all appropriate soil erosion and control measures as required.
- The existing facility will remain open to the public during normal business hours. Contractor is to perform his work in a manner to not interfere with the Building’s operation and personnel.

Bid Alternate No. 1 for this project consists of the installation of a second entrance drive into the new parking area. Surveying of this area is to be included in the Project’s Base Bid.

### **Safety:**

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

### **GENERAL CONSTRUCTION GUIDELINES**

1. The General Contractor shall be required to perform 100% of the actual resurfacing paving work, and will not be allowed to sublet this item. Contractor must demonstrate successful experience in placing at least 25,000 tons of surface mix using their own labor and equipment over the past 5 years, with at least 5,000 tons being on a single project. Subletting of the additional items (milling, surface treatment, structure adjustment, crack filling, surface treatment, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
2. The contractor shall be required to give 24 hours’ notice to Effingham County or its representative before proceeding with paving on any road.
3. The contractor shall be required to e-mail a work schedule every Thursday during the course of the resurfacing contract to Effingham County or its representative. This paving schedule shall outline the anticipated work activities planned for the following week and locations in which this work will take place.
4. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Engineer.
5. Control and testing of materials will be the contractor’s responsibility for all mix provided in accordance with sections 106, 400, 402 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. Unless approved by the Engineer, all intersections will be pulled back a minimum of a spreader length (12’). Speed humps shall be tied-in as stated above, to a distance of 12” – 18” from the edge of the humps. The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to eliminate edge raveling.
7. Effingham County does not commit to furnishing full-time inspection or testing of the work in progress or at material sources. Lack of inspection and/or testing by the Effingham will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the Specifications.

8. The contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
9. On roads without curb and gutter, where the contractor is not to perform Shoulder Reconstruction; the contractor shall be required to knock down any windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made.
10. The contractor may be required to re-establish the traffic striping in accordance with the details in the special provisions.

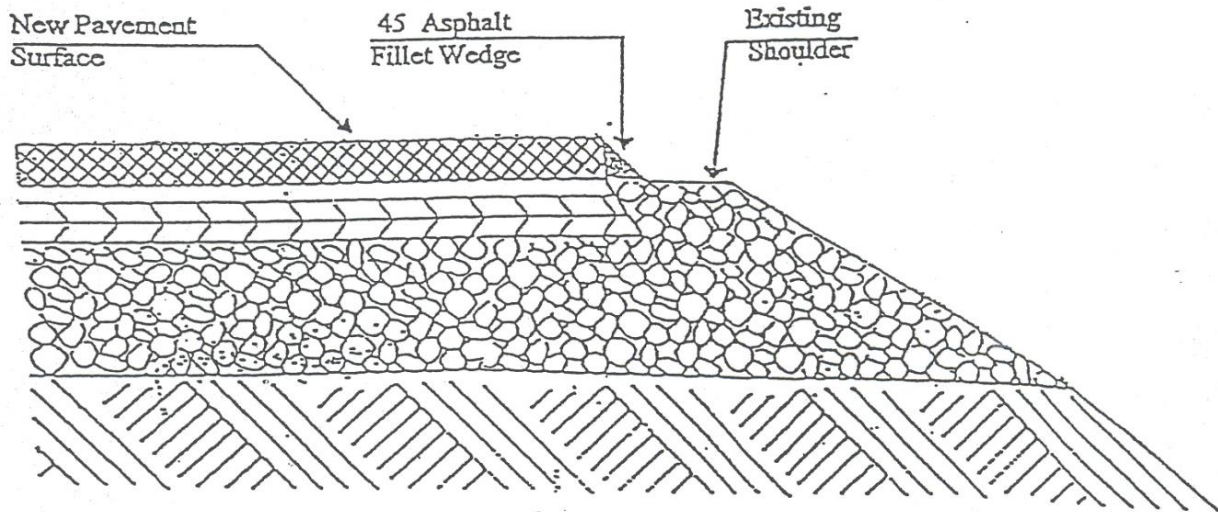
#### ROAD PATCHING

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the Engineer, on roads scheduled for resurfacing.
2. The County will pre-mark the areas to be patched.
3. The Contractor will give the County at least 24 hours' notice before proceeding on patching a particular road.
4. The required procedures for patching Bituminous Asphaltic Concrete roads shall be as follows:
  - a) Areas to be patched shall be milled using an approved machine or by other such method acceptable to Effingham County as long as the method chosen provides for the removal of the existing asphalt, 4" of underlying material and leaves the edges of the patch as straight lines both horizontally and vertically.
  - b) Material shall normally be removed to a required depth of 4". Where existing pavement thickness causes more than the required depth to be removed, the additional depth shall be inspected and approved by the Engineer prior to placing the asphalt. Less milling may be allowed, but must be approved by the Engineer prior to placing the asphalt.
  - c) Where unsuitable material exists below the required depth, the contractor will notify the Engineer prior to placing asphalt so a decision can be made as to the method of dealing with the unsuitable material. When directed by the Engineer, the Contractor shall remove the unsuitable material and replace it with Graded Aggregate Base, which will then be leveled to the appropriate grade.
  - d) The base and edges around the patch shall be tack coated using approved material.
  - e) Patch material, Bituminous Asphaltic Concrete, shall be compacted using approved equipment. Prior to starting any work, the Effingham shall approve the job mix design.
  - f) The existing pavement surface shall be cleaned to remove all loose patching related materials, upon completion of the day's work, using suitable equipment.
5. The above patching operations shall be paid for as follows:
  - a) Bituminous Asphaltic Concrete Roads: Will be paid at the Unit price bid for Asphalt Concrete Patching, 12.5mm, and shall cover all work required; including milling, removal and disposal of all existing material disturbed during the patching operation and any new loose material not incorporated into the patching on the same day; applying tack coat; placing and compacting new material and all required traffic control.

6. Effingham County reserves the right to perform any patching using in-house labor, as deemed practical.

ASPHALTIC CONCRETE PAVEMENT EDGE FILLET

- This work shall consist of constructing a 45-degree asphaltic concrete fillet along the pavement edge (see diagram below), on each road being resurfaced, where curb and gutter is not present or residential road posted 25 mph. This fillet wedge shall be mechanically constructed at the time each pavement course is placed, by an attachment to the spreader or other method approved by the Engineer. The wedge should extend at a 45-degree (or flatter) angle from the top edge of each paving course to the existing earth shoulder grade.
- Any additional labor or equipment necessary to place this asphalt fillet shall be considered incidental to the resurfacing operation, and no additional compensation will be made with the exception of the extra asphalt material being paid for at the bid unit price for the particular material being used.



*ASPHALTIC CONCRETE PAVEMENT FILLET WEDGE*

TAKEN FROM: The Elimination or Mitigation of Hazards Associated with Pavement Edge Drop Offs During Roadway Resurfacing.

BY: Jack B. Humphreys

J. Alan Parham

HOT MIX RECYCLED ASPHALTIC CONCRETE

1. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 402 except where otherwise noted herein:
2. References to "The Department" shall be taken to mean Effingham County or its representative.
3. References to "The Laboratory" shall be taken to mean either the Georgia Department of Transportation's Materials Lab, or a private testing consultant firm approved by Effingham County.

4. It shall be the responsibility of the Contractor to determine the actual composition of the RAP material and to fabricate from that the final asphaltic concrete design(s) and grade of asphalt cement necessary to meet the performance requirements of these Specifications. The contractor shall be responsible for performing daily testing on plant produced asphalt mixes as described in the 2013 Edition of the Georgia Department of Transportation Standard Specifications section 400.3.06. The contractor shall fax these results to inspecting contractor designated by Effingham County by noon of the day following production. Any deficiencies in the material characteristics or performance will be corrected by the Contractor, as provided for in the Specifications, at no additional cost to the Effingham.
5. References to "The Plans" shall be taken to mean the contents of the contract and bid documents, or written supplements to these documents.
6. The work performed and materials furnished, as prescribed by these specifications, will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling and necessary crushing, processing, placing, rolling, and finishing of the recycled mixture, and labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling of any surplus RAP material.

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

**Commencement and Completion:**

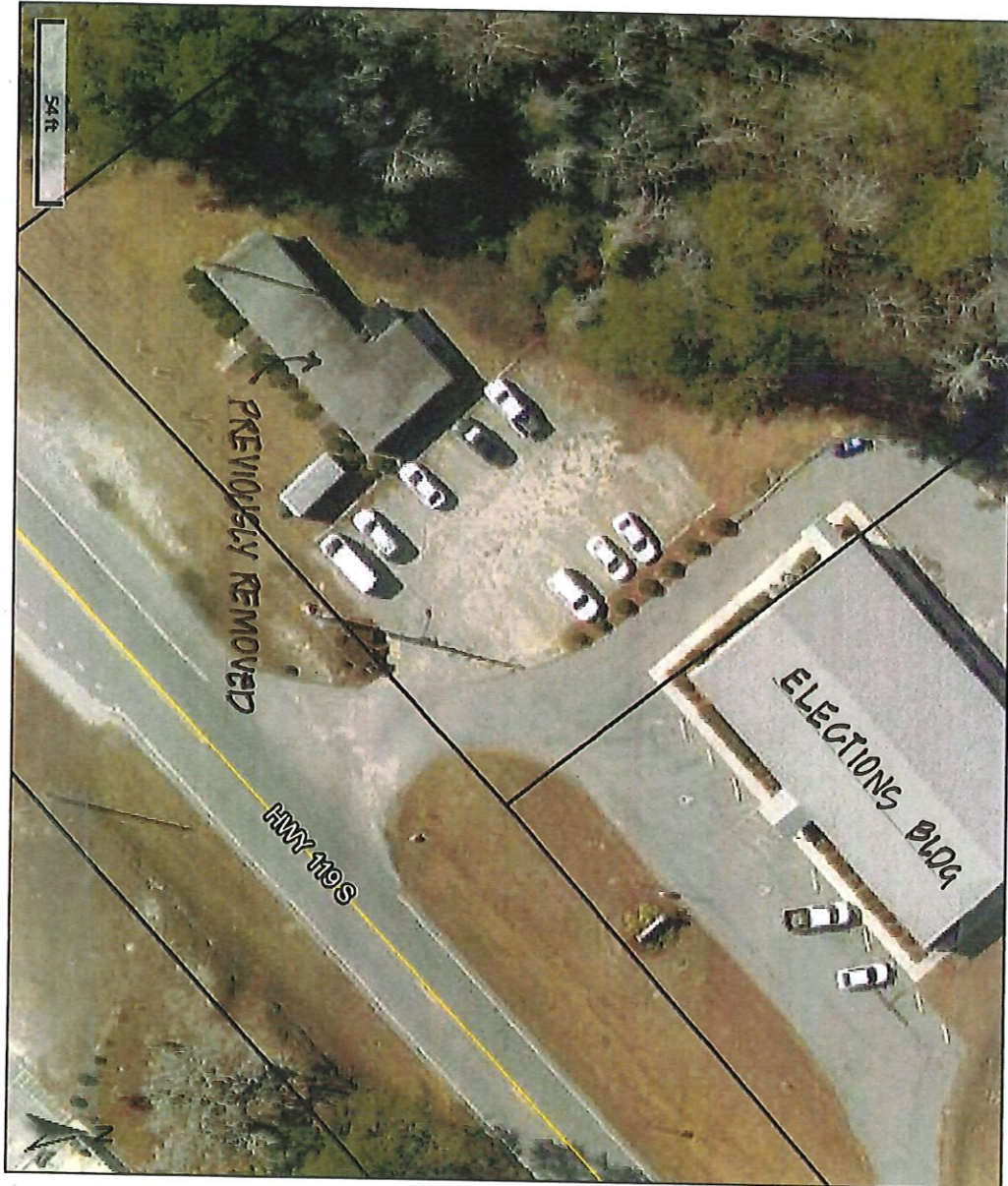
**WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF A "NOTICE TO PROCEED".**

**ALL WORK SHALL BE COMPLETED WITHIN 200 CALENDAR DAYS AFTER THE TEN DAY PERIOD.**

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# Appendix A



EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY

EST. 1777

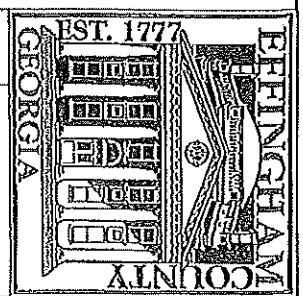
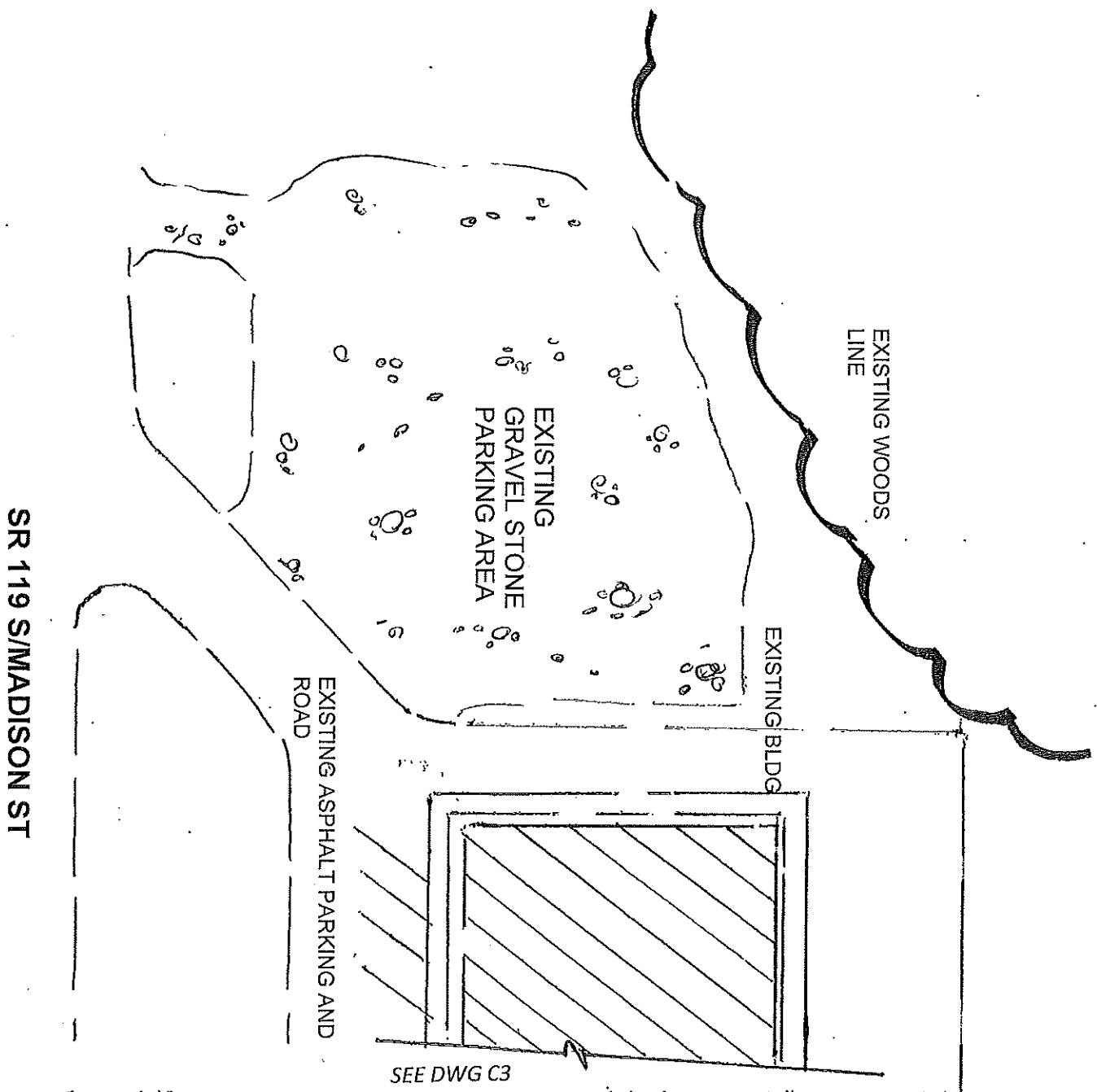
OVERALL SITE PLAN



DATED: \_\_\_\_\_

DWG C1

# Appendix A



EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY

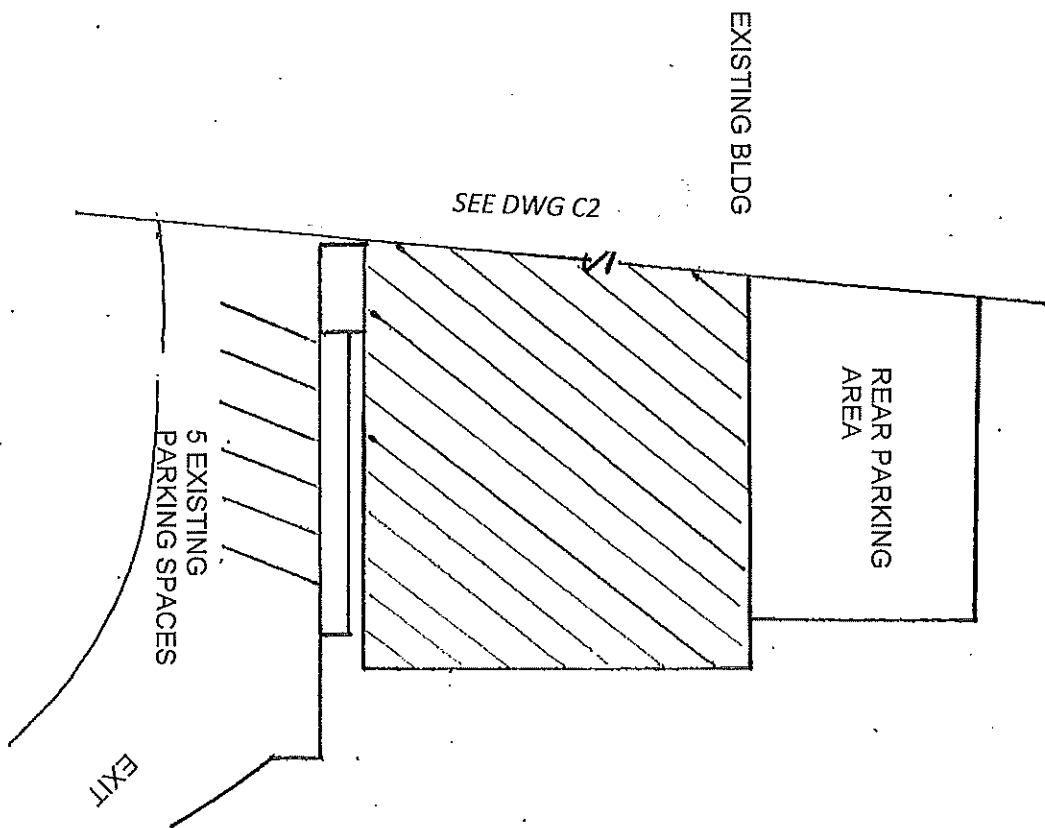
EXISTING SITE PLAN - SHEET 1

DATED: 2/24/2020

DWG C2



# Appendix A

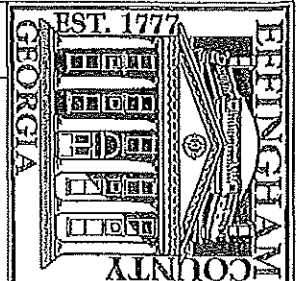


EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY

EXISTING SITE PLAN - SHEET 2

DATED: 2/24/2020

DWG C3



SR 119 S/MADISON ST

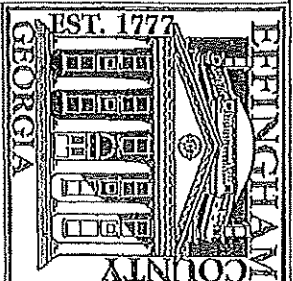


EXIST BLDG

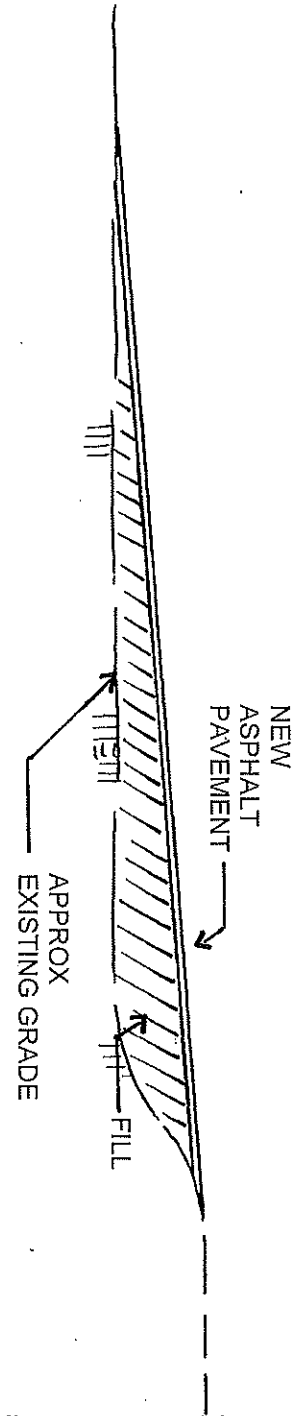
## PROPOSED PARKING LOT PLAN

DATED: 2/24/2020

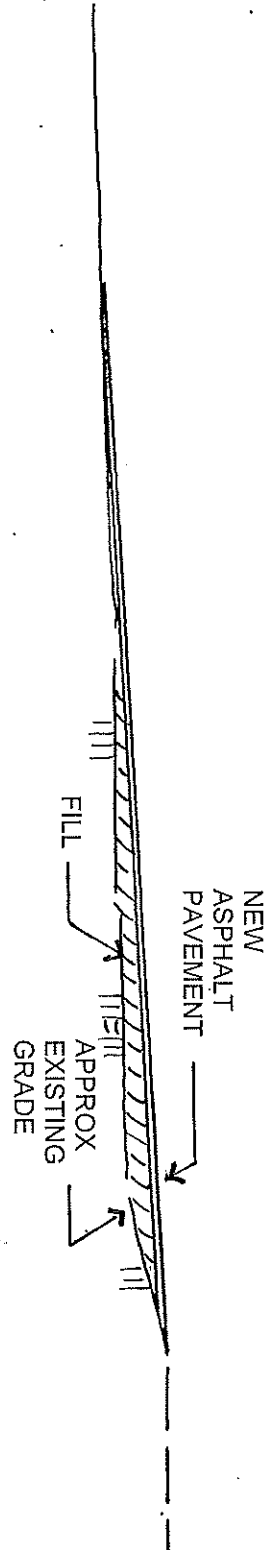
DW/G C4



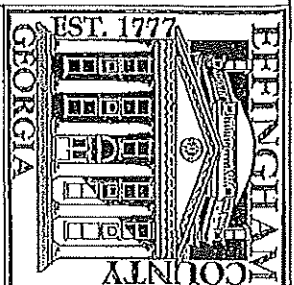
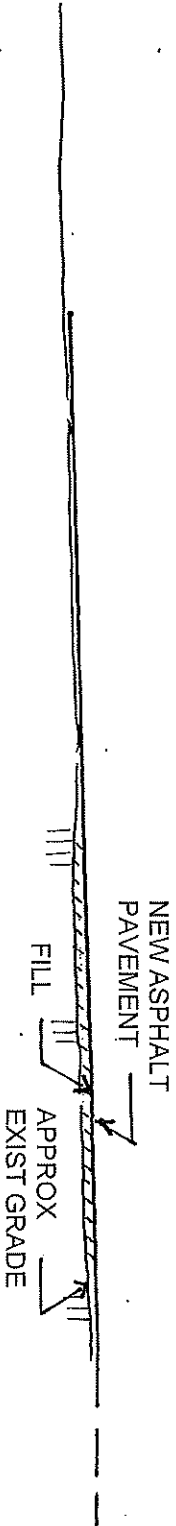
# Appendix A



## SECTION B



## SECTION C

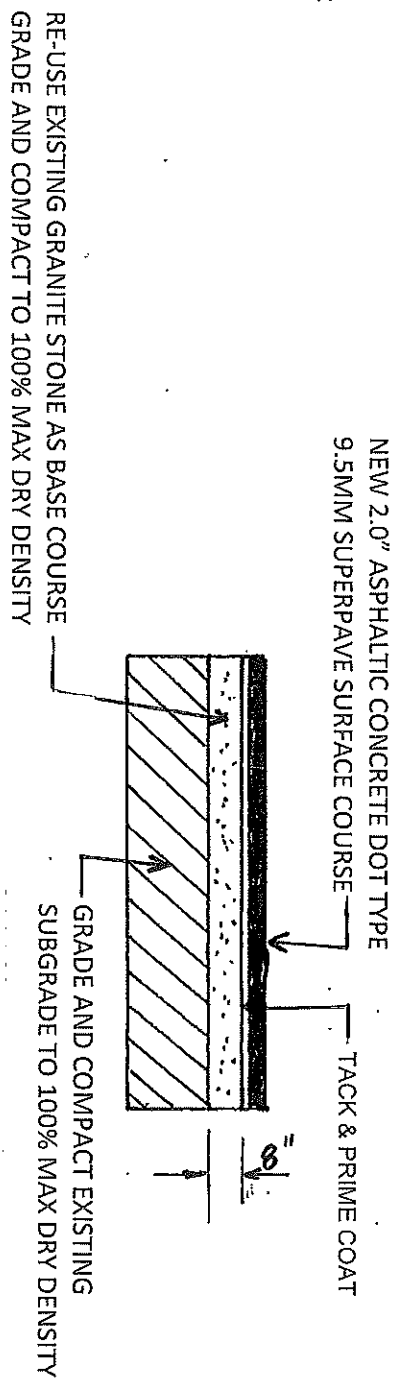


EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY  
TYPICAL CROSS SECTIONS THRU PARKING AREA

DATED: 2/24/2020

DWG C5

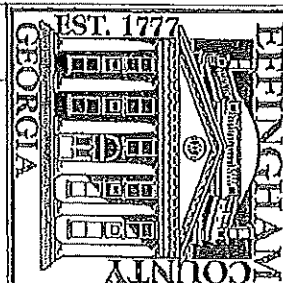
# Appendix A



NOTE: ASPHALT PAVEMENT TO BE INSTALLED IN  
ACCORDANCE WITH GA DOT SPECIFICATIONS

## PARKING LOT ASPHALT PAVEMENT SECTION

NTS



EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY

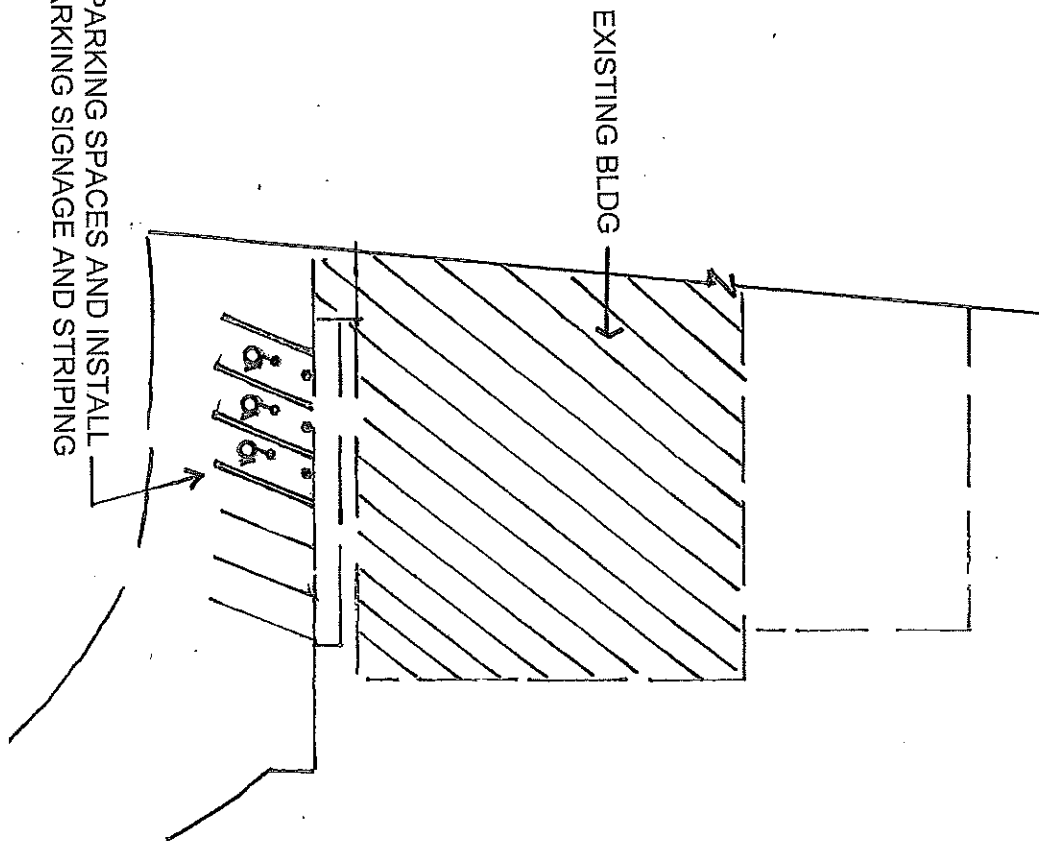
TYPICAL PARKING LOT PAVEMENT SECTION

DATED: 2/24/2020

DWG C6

# Appendix A

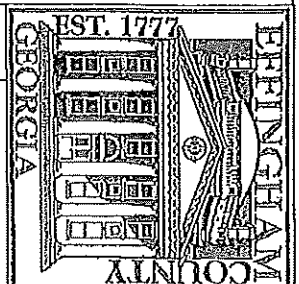
RE-STRIPE EXISTING PARKING SPACES AND INSTALL  
APPROPRIATE ADA PARKING SIGNAGE AND STRIPING  
(3 TOTAL)



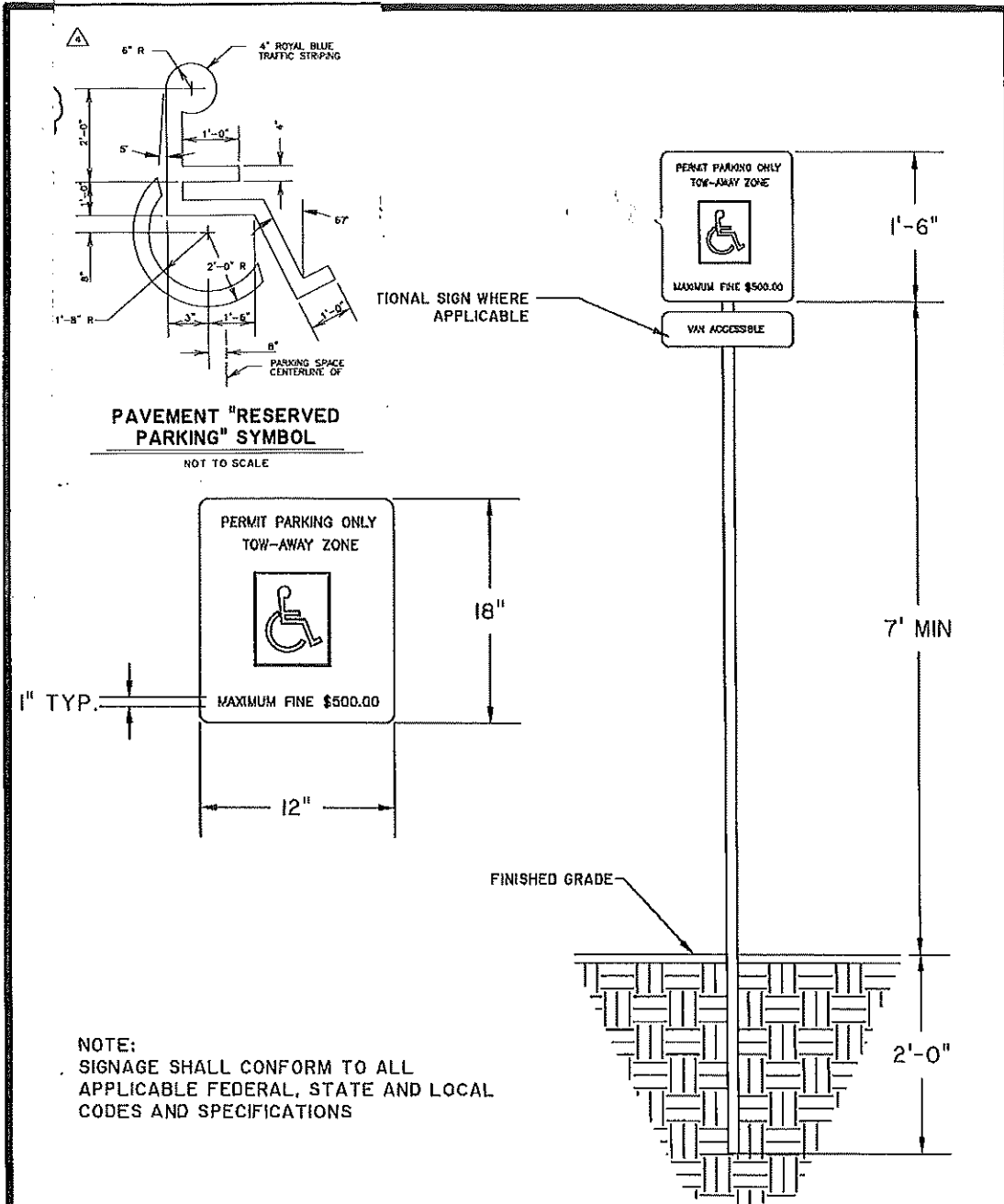
EFFINGHAM COUNTY BOARD OF ELECTIONS FACILITY  
EXISTING SITE PLAN - SHEET 2

DATED: 2/24/2020

DWG C7



# Appendix A



## ACCESSIBLE PARKING SIGN DETAIL

NOT TO SCALE

ELECTIONS BOARD ADMIN BLDG PAVEMENT  
IMPROVEMENTS - ACCESSIBLE SIGN DETAIL DWG C8

## **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:

Addendum No.

Addendum Date

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

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

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**

4.01 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 – 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:

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:

<b>BUNYAN KESSLER ROAD</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
402-3130	RECYCLED ASPHALTIC CONCRETE, 12.5mm SUPERPAVE TYPE II, GP2 ONLY, INCL BITUM MAT'L & H LIME	SY	3500	\$	\$
432-0208	MILL EXIST ASPHALT 2" DEPTH	SY	3500	\$	\$
652-5451	SOLID TRAFFIC STRIPING, 5" WHITE	LF	2600	\$	\$
652-5452	SOLID TRAFFIC STRIPING, 5" YELLOW	LF	2600	\$	\$
<b>Total Bid – BUNYAN KESSLER ROAD</b>					

<b>COURTHOUSE ROAD</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
402-1802	RECYCLED ASPHALTIC CONCRETE PATHING, INCLUDING BITUM MAT'L & H LIME	SY	380	\$	\$
652-5451	SOLID TRAFFIC STRIPING, 5" WHITE	LF	50	\$	\$
652-5351	SOLID TRAFFIC STRIPING, 5" YELLOW	LF	50	\$	\$
<b>Total Bid – COURTHOUSE ROAD</b>					<b>\$</b>

<b>ELECTIONS OFFICE CAR PARK</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
	CLEARING, EXCAVATION & STOCKPILE OF EXIST. GRAVEL MATERIAL	LS	1	\$	\$
	FILL MATERIAL, COMPLETE	CY	285	\$	\$
	COMPACTION OF SUBGRADE	LS	1	\$	\$
	RECYCLED ASPHALTIC CONCRETE, 12.5mm SUPERPAVE TYPE II, GP2 ONLY, INCL BITUM MAT'L & H LIME	SY	600	\$	\$
	SURVEYING, COMPLETE	LS	1	\$	\$
652-5451	PARKING LOT STRIPING, 4" WHITE	LF	890	\$	\$
	CONCRETE WHEEL STOPS	EA	42	\$	\$
633-0095	HADICAPPED STRIPING, SYMBOLS, SIGNS	EA	3	\$	\$
<b>Total Bid – ELECTIONS OFFICE CAR PARK</b>					<b>\$</b>
<b>GRAND TOTAL OF BID</b>					<b>\$</b>

**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.**

**THIS SECTION INTENTIONALLY LEFT BLANK**

## 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 **200** 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. Evidence of authority to do business in the state of the Project;
  - C. Drug Free Workplace Certification (Attachment A);
  - D. Promise of Non Discrimination Statement (Attachment B);
  - E. Disclosure of Responsibility Statement - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);
  - F. Non Collusion Affidavit (Attachment D);
  - G. Contractor Affidavit and Agreement (E-VERIFY) (Attachment E);
  - H. Subcontractor Affidavit *if applicable* (E-VERIFY) (Attachment F);
  - I. List of Proposed Subcontractors (Attachment H);

## 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 \_\_\_\_/\_\_\_\_/\_\_\_\_.

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. \_\_\_\_\_.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**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 Oblige, hereinafter called Oblige, 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 No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

**NOW, THEREFORE**, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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:

Pavement Repairs to Bunyan Kessler and Courthouse Road along with new parking lot addition at Elections Building

**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 No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

**ARTICLE 2 – ENGINEER**

2.01    The Project has been designed by Effingham County Engineering Department, 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***

3.02    *The Work will be completed within **200** calendar 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 **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

**ARTICLE 5 – CONTRACT PRICE**

- 5.02 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: *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:*

<b>BUNYAN KESSLER ROAD</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
402-3130	RECYCLED ASPHALTIC CONCRETE, 12.5mm SUPERPAVE TYPE II, GP2 ONLY, INCL BITUM MAT'L & H LIME	SY	3500	\$	\$
432-0208	MILL EXIST ASPHALT 2" DEPTH	SY	3500	\$	\$
652-5451	SOLID TRAFFIC STRIPING, 5" WHITE	LF	2600	\$	\$
652-5452	SOLID TRAFFIC STRIPING, 5" YELLOW	LF	2600	\$	\$
<b>Total Bid – BUNYAN KESSLER ROAD</b>					

<b>COURTHOUSE ROAD</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
402-1802	RECYCLED ASPHALTIC CONCRETE PATHING, INCLUDING BITUM MAT'L & H LIME	SY	380	\$	\$
652-5451	SOLID TRAFFIC STRIPING, 5" WHITE	LF	50	\$	\$
652-5351	SOLID TRAFFIC STRIPING, 5" YELLOW	LF	50	\$	\$
<b>Total Bid – COURTHOUSE ROAD</b>					<b>\$</b>



<b>ELECTIONS OFFICE CAR PARK</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
	MOBILIZATION	LS	1	\$	\$
150-100	TRAFFIC CONTROL	LS	1	\$	\$
	CLEARING, EXCAVATION & STOCKPILE OF EXIST. GRAVEL MATERIAL	LS	1	\$	\$
	FILL MATERIAL, COMPLETE	CY	285	\$	\$
	COMPACTION OF SUBGRADE	LS	1	\$	\$
	RECYCLED ASPHALTIC CONCRETE, 12.5mm SUPERPAVE TYPE II, GP2 ONLY, INCL BITUM MAT'L & H LIME	SY	600	\$	\$
	SURVEYING, COMPLETE	LS	1	\$	\$
652-5451	PARKING LOT STRIPING, 4" WHITE	LF	890	\$	\$
	CONCRETE WHEEL STOPS	EA	42	\$	\$
633-0095	HADICAPPED STRIPING, SYMBOLS, SIGNS	EA	3	\$	\$
<b>Total Bid – ELECTIONS OFFICE CAR PARK</b>					<b>\$</b>
<b>GRAND TOTAL OF BID</b>					<b>\$</b>

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.

**THIS SECTION INTENTIONALLY LEFT BLANK**

## **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***

- A. 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 10, inclusive).

2. General Conditions (pages 1 to 8, inclusive).
  3. Supplemental Conditions (pages 1 to 7 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 9 inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, 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:
- A Field Order;
1. Engineer's approval of a Shop Drawing or Sample; or
  2. Engineer's written interpretation or clarification.

#### **ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK**

- A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## **ARTICLE 11 – INDEMNIFICATION**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, 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 negligence of 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 County, at its 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 the 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.

## **ARTICLE 12 – INDEPENDENT CONTRACTOR**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

## **ARTICLE 13 – INSURANCE REQUIREMENTS**

### **General Insurance, Workers' Compensation Clause**

(1.) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County.

(2.) Minimum Limits of Insurance: Contractor shall maintain insurance policies with coverage and limits no less than:

(a) Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death,

injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.

(b) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

(3.) Self-Insured Retentions: Any self-insured retention must be declared to and approved by the County so that the County may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4.) Other Insurance Provisions: The policy is to contain, or be modified or endorsed to contain, the following provisions:

(a.) General Liability and Automobile Coverage.

i. The County shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County.

ii. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the County. Any insurance or self-insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County.

iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

v. Coverage shall be provide on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

vi. The insurer shall agree to waive all rights of subrogation against the County for losses arising from work performed by the Contractor for the County.

vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b.) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County for losses arising from work performed by the Contractor for the County.

(c.) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. Such notice shall be sent directly to:

Board of Commissioners of Effingham County  
Attn: County Administrator/Clerk  
601 North Laurel Street  
Springfield, Georgia 31329

(5.) Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-.

(6.) Verification of Coverage. Contractor shall furnish the County with certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

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

### **Subcontractors**

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

## **ARTICLE 14 – MISCELLANEOUS**

### **14.01 Terms**

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

### **14.02 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.



14.03 *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.

14.04 *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.

14.05 *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.

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:

\_\_\_\_\_

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:

RE: NOTICE TO PROCEED – CONSTRUCTION

**ITB No. 20-004 – Paving Repairs - Bunyan Kessler Rd; Courthouse Rd; Elections New Parking Lot Addition**

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 **200** 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 **\$500.00** 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 \_\_\_\_\_, 20\_\_\_\_

Effingham County Board of Commissioners

\_\_\_\_\_  
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: \_\_\_\_\_

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

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

Date of Acceptance: \_\_\_\_\_