

BANKS COUNTY

CONSTRUCTION DOCUMENTS

FOR

Bid # 224-1114-1

RESURFACING OF

MITCHELL ST

(from Maysville City Limit to +/- 100ft beyond address 445, +/-0.36 miles)

SECTION 00300

RESURFACING OF MITCHELL ST. – 224-1114-1

(from Maysville CL to +/- 100ft past address 445, +/-0.36 mile)

THIS BID SUBMITTED TO:
Banks County Commissioners
ATTN: Erin Decker, Asst. County Clerk
150 Hudson Ridge Rd, Suite One
Homer, GA 30547
706- 677-6800

(Hereinafter called "OWNER")

THIS BID SUBMITTED BY:

(Name) _____

(Address) _____

(Telephone) _____

(Hereinafter called "BIDDER")

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Banks County in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Banks County with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

EXHIBIT A

BANKS COUNTY

Mitchell St (+/-0.36 miles)

ESTIMATE OF QUANTITIES

PAY ITEM	DESCRIPTION	UO M	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
150-1000	TRAFFIC CONTROL	LS	1		
210-0100	GRADING COMPLETE	LS	1		
231-1250	MISCELLANEOUS CONSTRUCTION, UNPAVED ROADS, STREETS AND DRIVEWAYS	EA	10		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	30		
310-1101	GR AGGR BASE CRS, INCL MATL W/PRIME	TN	380		
402-3103	RECYCLED ASPH CONC. 9.5MM SUPERPAVE, GP 2 ONLY, INCL BITUM & MATL & H LIME, 135LBS/SY	TN	265		
402-3190	RECYCLED ASPH CONC. 19MM SUPERPAVE, GP 1 OR 2 INCL BITUM & MATL & H LIME, 220LBS/SY	TN	380		
413-1000	TACK COAT	GAL	250		
			TOTAL BID PRICE		

BANKS COUNTY

BID TOTAL

_____ DOLLARS (\$ _____)

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the OWNER, and to fully complete WORK under this Contract within 210 consecutive calendar days from and including said date. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter required to complete all work as provided in the Instructions to Bidders.

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

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all. Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

All work shall be completed in accordance with Georgia Department of Transportation Construction Specifications Standards, Georgia Erosion and Sedimentation Control Act of 1975, as amended, Section 402 of the Federal Clean Water Act, NPDES GAR 100002, and applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds with ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

BIDDER acknowledges receipt of the following addenda:

Addenda No.	Date Received

BIDDER: _____

By: _____

(Name Signed)

(Name Printed or Typed)

Title: _____

Address: _____

Phone: _____

ATTEST: _____

(Name Signed)

(Name Printed or Typed)

Title: _____

(SEAL)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

NOTE: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION

SECTION 00100
Instructions to Bidders

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents include the Contract Agreement, Advertisement for Bids, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.
- C. The Contract Documents shall define and describe the complete work to which they relate.

1.02 DEFINITIONS

- A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
 - 1. "Owner" shall mean the Banks County, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. "Engineer" shall mean the County Engineer or his representative.
 - 3. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 4. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 - 5. "Contract Time" shall mean 210 consecutive calendar days as provided in the Contract Agreement for completion of the Project, to be computed from the date of the Notice to Proceed.

6. "Liquidated Damages" shall mean the sum of \$500.00 which the Bidder agrees to pay for each consecutive calendar day beyond the completion date for the Project as defined in these Specifications. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
7. "Products" shall mean materials or equipment permanently incorporated into the Project.
8. "Provide" shall mean to furnish and install.
9. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

1.03 PREPARATION AND EXECUTION OF BID

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
- B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.
- C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, **"Bid for 224-1114-1 - RESURFACING OF MITCHELL ST."**
- D. The Bidder shall provide The Bidder's Name and Address on the outside of the sealed envelope.
- E. Any Bid submitted which does not contain the above information on the outside of the sealed envelope will not be opened and will be returned to the Bidder.
- F. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at Banks County Attn: Asst. County Clerk, 150 Hudson Ridge Road, Suite One, Homer, GA 30547.

- G. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive and subsequently returned to the Bidder.
- H. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
 - 1. Bids which are not signed by the individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 - 3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By ____". Corporation seal shall also be affixed to the Bid.
 - 4. The Bidder shall complete, execute, and submit all documents which are attached to these Contract Documents.

1.04 METHOD OF BIDDING

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

1.05 BID MODIFICATIONS

Bid modification by telegraphic communication will not be allowed.

1.06 RECEIPT AND OPENING OF BIDS

The Owner may consider a minor irregularity in any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.07 SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be disclosed to and must be acceptable to the Owner.

1.08 CONDITIONS OF THE PROJECT

- A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.
- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

1.09 NOTICE OF SPECIAL CONDITIONS

If any special federal, state, county, or County laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails. All work shall be in accordance with Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest edition.

The contract shall be completed in a total construction time of two hundred ten (210) consecutive calendar days.

1.10 OBLIGATION OF BIDDER

By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.11 METHOD OF AWARD

- A. The Contract will be awarded to the responsive, responsible Bidder submitting the Bid which is in the best interest of the Owner as determined solely by the Owner. Award will be made in part on the basis of the prices given in the Base Bid, not including alternates. Alternates may be awarded at the discretion of the Owner within 10 days after the Notice to Proceed.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

D. A responsible Bidder shall be one who can fulfill the following requirements:

1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.
3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

1.12- INSURANCE

Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

The Contractor further agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.

The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.

The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing Banks County as the Certificate Holder must be provided prior and incorporated as part of the award contract.

1.13 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized

representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

1.14 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

1.15 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

1.16 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Banks County, Georgia.

1.17 Drug Free Workplace

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during

performance of the contract; and

2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:

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3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

4. The Contractor further certifies that he 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.

1.18 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

1.19 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Banks County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

1.20 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

1.21 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

1.22 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s)

1.23 EMPLOYMENT OF LOCAL LABOR

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

END OF SECTION

Invitation to Bid
224-1114-1 Mitchell St
BANKS COUNTY, GEORGIA
RESURFACING OF MITCHELL ST(+/-0.36 miles)

Sealed Bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for approximately 0.36 miles of recycled asphaltic concrete resurfacing on **MITCHELL ST** will be received by the Owner at the County Commission Office located at 150 Hudson Ridge, Suite 1, Homer, Georgia 30547, until 9:00 a.m., local time, on November 14, 2024, and then at said office publicly opened and read aloud.

The Project consists of the following major elements:

Approximately 0.36 miles of GAB, recycled asphaltic concrete resurfacing and shoulder filling on MITCHELL ST.

All work shall be completed in accordance with Plans, Special Provisions, and the latest edition of the Georgia Department of Transportation Standard Specifications, applicable Supplemental Specifications, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The work will be awarded in one Contract.

The Instructions to Bidders, Bid, Contract Agreement, Drawings, Specifications and forms of Bid Bond, Performance Bond, Payment Bond and other Contract Documents may be examined and obtained at the following:

Erin Decker, Asst. County Clerk
Banks County
150 Hudson Ridge Road, Suite One
Homer, GA 30547
706- 677-6800
edecker@co.banks.ga.us

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
October 23, 2024	Release of Invitation to Bid
November 8, 2024 3:00 PM	Deadline for questions to be emailed to Asst. County Clerk
November 12, 2024 5:00 PM	Answers to questions will be emailed to all bidders.
November 14, 2024 9:00 AM	Bids Due by 9:00am. No bids will be accepted after the due date and time. Bid opening at 9:00 am.

Questions & Addenda

All questions concerning this bid must be submitted by email to the Asst. County Clerk no later than 3:00 pm on November 8, 2024, local time.

The Inquiries must be directed to:

Erin Decker, Asst. County Clerk
edecker@co.banks.ga.us

No response to inquiries other than those emailed will be binding upon the County. The County reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be mailed to all bidders no later than November 12, 2024, at 5:00 PM. A signed copy of any addenda shall accompany submitted bids.

General Information

Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 percent of the Bid.

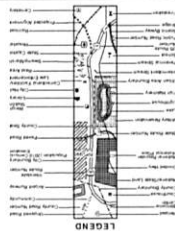
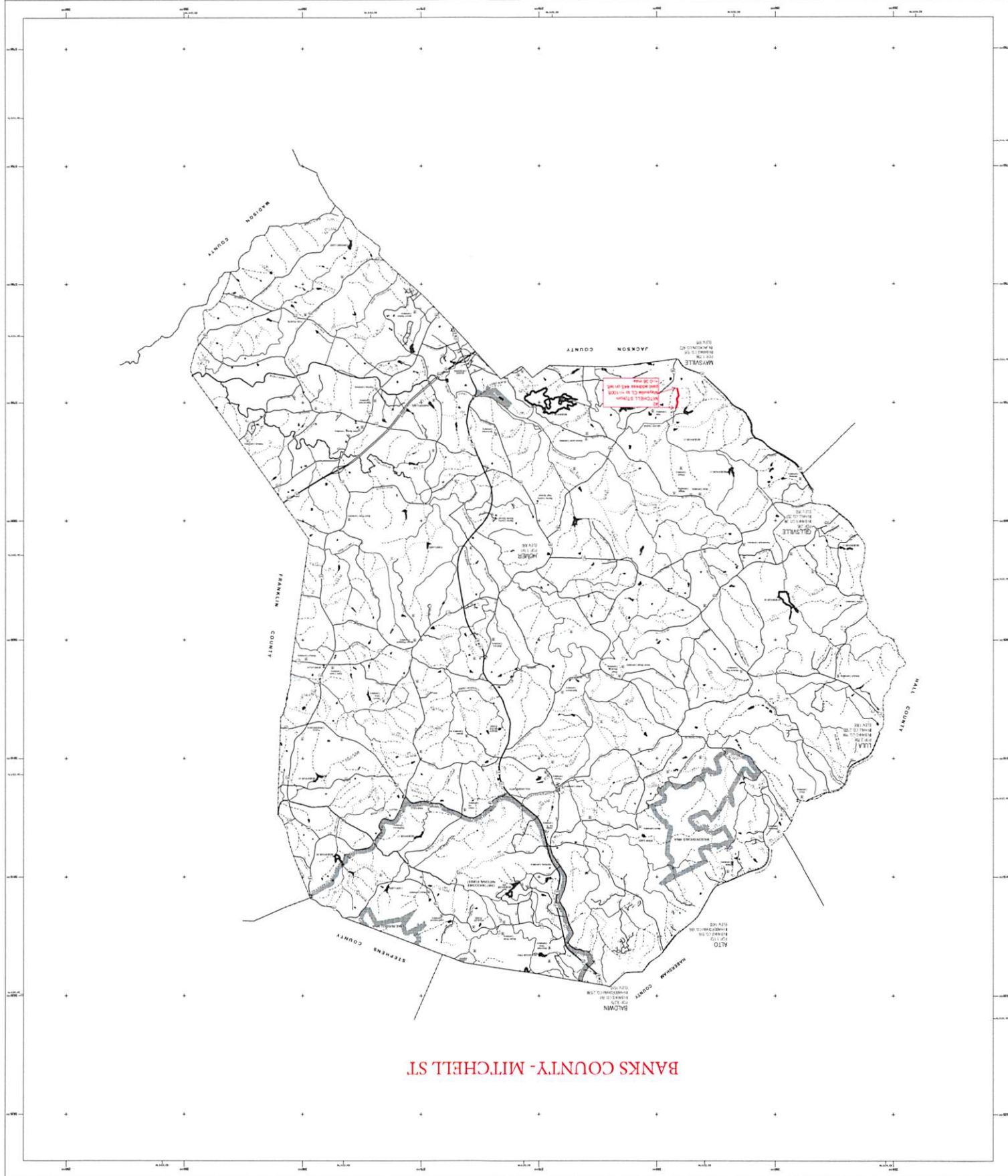
Each Bid must be accompanied by a Proposal Guaranty consisting of a bond, certified check, or negotiable instrument submitted with the bid as assurance that the Bidder, upon acceptance of his/her Bid, will execute such contractual documents as may be required within a specified time, in the amount of Five percent of the total Bid.

The Owner reserves the right to reject any or all Bids, to waive informalities and to readvertise.

By: Erin Decker, Asst. County Clerk



GENERAL HIGHWAY MAP
BANKS COUNTY
GEORGIA
PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION DATA
IN COOPERATION WITH
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
2013
SCALE: 1 INCH = 10 MILES

[illegible]

BANKS COUNTY - MITCHELL ST

CONTRACT SPECIFIC SPECIAL PROVISIONS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING AND MIX DESIGNS AND PROVIDING APPROVED JOB MIX FORMULAS FOR ALL ASPHALT. ALL TESTING FREQUENCIES AND METHODS MUST MEET THE MINIMUM REQUIREMENTS SET FORTH IN THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND SAMPLING TESTING AND INSPECTION GUIDELINES.
2. **GRADING COMPLETE(GC)**- PLACEMENT OF GAB AND FINE GRADING WILL BE PAYED FOR UNDER GC. ALL **SHOULDER FILLING** ACTIVITIES (INCLUDING PLACING GR AGGR BASE AT MAILBOXES) WILL BE INCLUDED AND PAYED FOR AS PART OF GRADING COMPLETE. THIS WILL INCLUDE MATERIAL PLACEMENT AND ALL BMP'S(DAILY STABILIZATION, FIBER BONDED MATRIX, PERMANENT GRASSING, ETC.).
3. **310-1101 GR AGGR BASE CRS**- PLACE MATERIAL AT MAILBOXES BEFORE SHOULDER FILLING. APPROXIMATE AREA WILL BE 2'WIDTHX15'LENGTH AND 4"DEPTH OR AS DIRECTED BY ENGINEER.
4. **SHOULDER FILLING**- MATERIAL WILL BE PROVIDED BY COUNTY LOCATED AT **127 HUDSON VALLEY DRIVE BEHIND BANKS COUNTY ADULT EDUCATION CENTER**. CONTRACTOR WILL BE REQUIRED TO LOAD AND HAUL TO WORKSITE. **CONTRACTOR SHALL SMOOTH AND GRASS/MULCH DIRT PIT WHEN SHOULDER FILLING IS COMPLETE.**
5. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE THROUGHOUT PROJECT ENSURING ALL BMP'S ARE IN PLACE.
6. ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT WILL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

7. IN PREPARATION OF THE ROADWAY PRIOR TO RESURFACING, BLADE THE EXISTING SHOULDERS NO LOWER IN ELEVATION THAN THE EXISTING PAVEMENT OR SHOULDER. SHOULDER MATERIAL DISPLACED BY THE CLEANING OPERATION PRIOR TO RESURFACING SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL SITE OFF COUNTY RIGHT-OF-WAY OR AS DIRECTED BY ENGINEER. THE COST OF THIS WORK SHALL BE INCLUDED IN THE OVERALL BID PRICE.

8. CONTRACTORS ARE EXPECTED TO HAVE APPROPRIATELY SIZED EQUIPMENT FOR THE CONTRACT AND SUFFICIENT NUMBER OF HAULING TRUCKS AND MANPOWER TO KEEP ASPHALT SPREADING AT A STEADY RATE. THE ASPHALT SPREADER MUST BE EQUIPPED WITH SKIS TO ENSURE A LEVEL DRIVE SURFACE. A ROLL PATTERN MUST BE SET UP AND PROPER TYPES AND SIZES OF ROLLERS MUST BE USED IN ACCORDANCE WITH GDOT SPECS. BANKS COUNTY RESERVES THE RIGHT TO SHUT DOWN WORK IMMEDIATELY IF EQUIPMENT IS INAPPROPRIATELY SIZED OR INSUFFICIENT FOR THE JOB, OR ANY ASPECT OF THE JOB IS PROVING TO BE DETRIMENTAL TO THE QUALITY OF THE FINISHED PRODUCT.

SECTION 00500
Contract Agreement

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024, by and between the Banks County, Georgia (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, inconsideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of, but is not limited to the following major elements on RESURFACING OF MITCHELL ST

0.36 miles of 19mm and 9.5mm recycled asphaltic concrete resurfacing.

Placement of approximately 380 TN of graded aggregate base w/prime and approximately 380 TN of 19mm recycled asphaltic concrete base and approximately 265 TN of 9.5mm recycled asphaltic concrete topping.

It is understood that the quantities shown are approximates only and subject to either increase or decrease and any increases or decreases are to be paid for at the contract unit prices given, labeled EXHIBIT A, attached hereto and incorporated herein by reference.

ARTICLE 1 – WORK

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Specifications and Construction Drawings. All work shall be completed in accordance with all applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

ARTICLE 2 – CONTRACT TIME

CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of two hundred ten (210) consecutive calendar days.

Time for Completion: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified above, plus any extension thereof allowed by the OWNER. They 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 substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated above) has expired would be the amount of \$500.00.

ARTICLE 3 – CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: _____.

ARTICLE 4 – PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with these Specifications.

Progress Payments: CONTRACTOR shall furnish to OWNER, no later than the 25th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. ENGINEER shall review and indicate in writing approval of the payment request to the OWNER within ten days after receipt of each progress payment request. The OWNER will, within thirty days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage and deductions pursuant to the terms of these CONTRACT DOCUMENTS.

Prior to Substantial Completion, progress payments will be made in an amount equal to:

90% of the WORK completed.

No amount shall be retained on progress payment requests submitted after 50% of the WORK has been completed on schedule. This will not affect the retained amounts on the first 50% of the work which may continue to be held to ensure satisfactory completion of the project. If, after discontinuing retention, OWNER determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.

If the CONTRACTOR falls behind schedule to the point the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all CONTRACTOR pay requests submitted after the latest time of completion.

Final Payment: Upon acceptance of WORK in accordance with these specifications, OWNER shall pay balance due of Contract Price less payments previously made.

ARTICLE 5 – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which

would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by design ENGINEER in preparation of the Drawings and Specifications.

CONTRACTOR has made or caused to be made examinations, investigations and tests, and studies of such reports and related data, as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

ARTICLE 7 – CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement including the following:
 - Advertisement for Bidders, Instructions to Bidders, Special Provisions, Bid Form and associated documents
- 7.3 Performance and Labor and Material Payment Bonds
- 7.4 Notice of Award
- 7.5 Notice to Proceed
- 7.6 Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest Edition
- 7.7 Addenda , inclusive. (Issued dates) _____.
- 7.8 CONTRACTOR'S Bid
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 7.11 E-VERIFY FORM

There are no CONTRACT DOCUMENTS other than those listed above in the Article 7. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

ARTICLE 8 – MISCELLANEOUS

Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS 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 CONTRACT DOCUMENTS.

OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

The term Special Conditions as used in the General Conditions or elsewhere in the CONTRACT DOCUMENTS, refers to the "Supplementary General Provisions".

The Supplementary General Provisions are intended to supplement, rather than replace, the General Conditions, except where the Supplementary General Provisions are in direct conflict with the General Conditions, the Supplementary General Provisions shall control.

ARTICLE 9 – PROVISIONS FOR TERMINATION OF CONTRACT

If through any cause, other than an “Excusable Delay”, CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract. In such event, OWNER may take over the WORK and prosecute the same to completion, by Contract or otherwise, and CONTRACTOR and his sureties shall be liable to OWNER for any additional cost incurred by OWNER in its completion of the WORK and they shall also be liable to OWNER for liquidated damages for any delay in the completion of the WORK as provided below.

Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extension of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

- 9.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- 9.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;
- 9.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.

ARTICLE 10- CONFIDENTIALITY AND OPEN RECORDS

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County’s possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR.

OWNER

BY: _____

TITLE: Banks County Commissioner

ATTEST: _____

Clerk

(Seal)

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

Corporate
Secretary/Partner/Notary

(Seal)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

ADDRESSES FOR GIVING NOTICE

OWNER:

Banks County

CONTRACTOR:

150 Hudson Ridge Suite 1

Homer, GA 30547

Phone: 706 677-6800

Phone: _____

END OF SECTION

SECTION 00410

Bid Bond

STATE OF GEORGIA

Banks County

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto Banks County in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for Asphalt Resurfacing on MITCHELL ST(+/-0.36 mile)

NOW, THEREFORE, the conditions of this obligation are such, that if the Bid be accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as penalty, but as liquidated damages.

This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-1 *et.seq.* hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extents as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2024.

CONTRACTOR – PRINCIPAL: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

SURETY: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

Resident agent in state in which Work is to be performed:

Name: _____

Address: _____

Phone: _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00422
Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____.

Corporate
Secretary

(Name signed)

(Name printed or typed)

(SEAL)

END OF SECTION

E-VERIFY AFFIDAVIT

FORM B

Private Employer of Compliance Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs **fewer than 100 employees** and therefore, is not required to register with/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90.

Signature of Exempt Private Employer

Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____(city) _____(state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

SECTION 00421

Georgia Security and Immigration Compliance Act Affidavit

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Banks County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify*, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Banks County Commissioner at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

[NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement 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

END OF SECTION