



**Henry County Board of Commissioners  
Purchasing Department**

**140 Henry Parkway, McDonough, GA 30253**

**Phone: 770-288-6027**

**Fax: 770-288-6047**

**Website: [www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx](http://www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx)**

*Rod Gray*

Rod Gray, Director of Purchasing

**INVITATION TO BID**

*Sealed Envelope shall be marked with the following information:*

**Bid # 18-16**

**Grading, Widening, and Paving for Elliott Road**

**Opening: 3:00 PM, November 15, 2017**

SCHEDULE OF EVENTS FOR BID # 18-16	
<b>Pre-Bid Conference and Site Visit</b>	<b>None</b>
Deadline for requests for clarifications and questions. <b>Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase.</b> These requests will be answered in an addendum and must be emailed to: <a href="mailto:henrycountysealedbid@co.henry.ga.us">henrycountysealedbid@co.henry.ga.us</a>	<b>3:00 PM November 1, 2017</b>
*Deadline for first addendum, if required, posted on the Henry County website: <a href="http://www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx">www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx</a>	<b>3:00 PM November 8, 2017</b>
Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Henry County Purchasing Department, 140 Henry Parkway, McDonough, GA 30253.	<b>3:00 PM November 15, 2017</b>
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE:	ZIP:
EMAIL:	SSN OR FEDERAL TAX ID:
	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

*\*The posting of additional addenda may be required and it is the responsibility of the bidder to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Bidders should not expect to be individually notified by Henry County.*

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## SECTION I - GENERAL OVERVIEW

### A. PURPOSE

The intent of this invitation is to obtain competitive sealed bids from qualified vendors for 1.13 mile of grading, widening and paving for Elliott Road from East Lake Road to Crumbley Road. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid. **Bids will only be considered by those bidders and subcontractors currently pre-qualified with the Georgia Department of Transportation.**

### B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

#### 1. Bids Submission

- a. These instructions will bind bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- d. The bid must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

**Henry County Purchasing Department**

**140 Henry Parkway**

**McDonough, GA 30253**

**Bid # 18-16**

**Grading, Widening, and Paving for Elliott Road**

- e. The Submittal Checklist must be reviewed and the bidder is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the bid.
- f. The following items are to be submitted:
  - **One (1) unbound clearly marked "Original," of the bid documents,**
  - **One (1) bound copy identical to the original bid documents, and**
  - **One (1) electronic version in PDF format on CD/DVD or USB flash drive identical to the original bid documents.** The CD/DVD or USB flash drive should be labeled with the bid number and bidder's name.
- g. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid.
- h. If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.
- i. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.
- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this

- bid documents and provide a completed W9 form to be submitted with the bid.
- k. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.
  - l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

## 2. Preparation of Bids

- a. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.
- b. Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder’s request and expense if items are not destroyed by testing.
- e. Full identification of each item bid upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Henry County.

## 3. Clarification and Communication to County Concerning Bid

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid/bid submission. Therefore, we encourage all Bidders to frequently review the County’s website: [www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx](http://www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx). All addenda forms must be signed and submitted with the bid. Failure to respond and acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.**
- b. The successful firm’s bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a Henry County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above

would be emailing request for clarification and/or questions to the Purchasing Department – [henrycountysealedbid@co.henry.ga.us](mailto:henrycountysealedbid@co.henry.ga.us). (These requests will be answered in an addendum. Please see schedule of events.)

#### **4. Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events” of this bid. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

#### **5. Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the bid/bid to the Board of Commissioners within 60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.
- c. The County may reject all or part of the bid/bid within 60 days of bid opening.

#### **6. Bid and Contract Documents**

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.

**Corporation:** If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation’s trade name. In addition, the bid shall be signed by an officer of the corporation.

**Partnership:** If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

**Limited Liability Company (LLC):** If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

**Sole Proprietorship or Individual:** If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

#### **7. Exceptions and Omissions**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

#### **8. Alterations of Solicitation and Associated Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of

the Bidder's solicitation response

**9. Cost Incurred by Vendors**

All expenses involved with the preparation and submission of the bid to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

**10. Codes, Permits, Fees, Licenses and Law**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

**11. Safety**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**12. Design, Standards and Practices**

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

**13. Statement of Warranty**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

**14. Non-collusion**

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **15. Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

## **16. Drug Free Workplace Certification**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 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 undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:  
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

## **17. Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Henry County and the successful Contractor.

## **18. Systematic Alien Verification for Entitlements (SAVE) Program**

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

## **19. Supplier Inclusion Program**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion

Program form for a description of each of these type businesses.

**20. Delivery and F.O.B. Destination**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

**21. Discounts**

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

**22. County's Tax Exemption**

Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

**23. Award of Contract**

- a. Henry County desires to complete the award process in a timely manner. Henry County reserves the right to reject or accept any or all bid/bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible or highest scored Bidder(s), if awarded. The bid specifications and results will be available on the County's website:  
[www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx](http://www.co.henry.ga.us/Departments/M-R/PurchasingDepartment.aspx)
- b. Henry County reserves the right to reject any bid if the evidence submitted by or investigation of, the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.

**Responsibility** - The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the Bidder's responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.



- c. Henry County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

**24. Local Vendor Privilege**

- a. There is established in Henry County, a local vendor privilege. Bids or bids awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or bids received from local vendors will be given preference if such bid or bid is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
  - 1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
  - 2. The business or supplier must have a current occupational tax certificate; and
  - 3. The business or supplier must have paid all real and personal taxes owed the county; and
  - 4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or bid for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

**25. County Direction of Project Site and Monitoring of Work**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Henry County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Henry County

facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

- e. All information disclosed by Henry County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

## **26. Indemnification**

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

## **27. Controlling Law, Venue**

Any dispute arising as a result of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Henry Judicial Courts.

## **28. Contractor as Independent Contractor**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

## **29. Assignment**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Henry County.

## **30. Performance of Contract**

- a. Henry County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill,

efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,

- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

### **31. Default and Termination**

#### **a. Termination by Contractor**

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

#### **b. Termination by County**

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its bid submission that the County's decision is final and valid.

#### **c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **d. Waiver**

The waiver of any breach, violation or default in or with respect to the performance or

observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

### **32. Invoices**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Henry County Board of Commissioners  
SPLOST Management Division  
112 S. Zack Hinton Parkway  
McDonough, GA 30253

The following information must appear on all invoices submitted:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Henry County's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

### **33. Payment**

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

- a. Payment will be made using the percentage of completion method up to ninety percent (90%), with the Owner retaining ten percent (10%) until Contract completion. Invoices shall be paid within 30 days after approval by the Engineer/Project Manager. The County's determination of percentage complete shall prevail.
- b. The Contractor shall promptly pay each Sub-contractor, upon receipt of payment from the Owner, the amount to which said Sub-contractor is entitled. The Contractor shall, by appropriate agreement with each Sub-contractor, require each Sub-contractor to make payments to Sub-subcontractors in similar manner.
- c. Neither the Owner nor the Architect/Project Manager shall be obligated to pay or ensure the payment of money to a Sub-contractor except as otherwise may be required by law.
- d. Payment to material suppliers shall be treated in a manner similar to that provided in sections 32 b and 32 c.

### **34. Owner and Ownership of Documents**

The Henry County Board of Commissioners, 140 Henry Parkway, McDonough, Georgia 30253 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of 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 Project except that Contractor shall have the right to retain copies of the same.

## SECTION II - SPECIFICATIONS

### A. CONTRACT TERMS AND CONDITIONS

#### 1. Contract Agreement

The successful contractor will be required to execute the contract agreement (sample attached) within 15 calendar days of award by the Henry County Board of Commissioners. Failure to execute within the prescribed time will result in forfeiture of the submitted bid bond.

#### 2. Date of Commencement and Substantial Completion

- a. The date of commencement is the date from which the Contract Time is measured, and shall be the date a Notice to Proceed is issued by the Owner.
- b. The Contractor shall achieve Substantial Completion of the entire Work not later than **three hundred sixty (360)** calendar days after receipt of Notice to Proceed subject to adjustments of this Contract Time as provided in the Contract Documents.
- c. Should the Contractor, or in case of default, the Surety fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the contractor at the rate of **two hundred forty seven (\$247.00)** per day (see Special Provision 108 for additional Prosecution and Progress).

#### 3. Progress Payments and Final Payment

- a. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- b. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- c. Request for payment must be received by the Engineer on or before the first day of the month. The Engineer will approve and send to the Owner's office by the eighth day of the same month in order for the Owner to make payment on the first Friday following the fifteenth of the same month. It shall be understood that if the Contractor's actual progress becomes more than ten percent (10%) behind the Contractor's anticipated progress, the Owner may direct the withholding of payments to the Contractor an amount equal to the percent behind Contractor's anticipated progress, in addition to the normal 10% withheld.
- d. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- e. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

**4. Prompt Payment to Subcontractors**

- a. Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than ten (10) calendar days from receipt of each payment made to them.
- b. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from Henry County.
- c. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.
- d. All subcontract agreements shall contain this requirement.

**B. INSURANCE REQUIREMENTS**

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The County reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

The following requirements shall also be applicable to the Contractor:

- a. Evidence of insurance must be provided to the Purchasing Department, 140 Henry Parkway, McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;

**The certificate holder is to be issued to:**

**Henry County Board of Commissioners  
Henry County, Georgia  
but delivered to:  
Henry County Purchasing Department  
140 Henry Parkway  
McDonough, Georgia 30253**

**The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Purchasing Department at 770-288-6027.**

- b. Any change in coverage or insurance carrier must be reported to the County's Purchasing Office in writing within five business days of the change.
- c. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
- d. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
- e. The County shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
- f. The County shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- g. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to

obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000

**Commercial General Liability**

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

**Automobile Liability**

Combined Single Limit	\$1,000,000
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**C. BOND REQUIREMENTS**

- a. All Bids shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid for the complete work. The Bid Bond shall be forfeited to Henry County, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract. The Bid Bond shall be in the form of a surety issued bond made payable to the Henry County Board of Commissioners. The Surety Company shall be licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. The Surety Company shall have an A.M. Best Company minimum rating of “A” with a financial size of VI “6” or better.
- b. The Owner will require 100% Performance and Payment Bonds. If awarded the Contract, the bidder will execute the Contract and provide the bond(s) as required by the Specifications. The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within fifteen (15) calendar days after he has received notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- c. All Proposal Guaranties may be retained until the Contract and the Contract Bonds have been signed and approved. Early release of Proposal Guaranties will be considered if a request is made in writing. The Department reserves the right to return all Proposal Guaranties by registered or certified mail, and its responsibility pertaining to them will end when they are mailed.

**D. GENERAL REQUIREMENTS**

1. All construction shall be done in accordance with and all materials shall meet the requirements of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 2013 Edition, General Conditions and the Supplemental Specifications Modifying the Standard Specifications, except as noted in this document. Materials that require inspection prior to shipment to the Project shall have 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.
2. DEFINITIONS: Section 101 of the Standard Specifications is modified as follows:

101.14 Commissioner	HENRY COUNTY BOARD OF COMMISSIONERS
101.22 Department	Same as 101.14
101.24 Engineer	The CHAIRMAN OF THE HENRY COUNTY BOARD OF COMMISSIONERS acting directly or through his duly authorized representative.
101.62 Chief Engineer	Same as 101.24
101.63 State: The State of Georgia	HENRY COUNTY
101.81 Treasurer	Same as 101.24
3. CONTRACT COMPLETION DATE: The Work shall be completed within **three hundred sixty (360)** calendar days.
4. CONSTRUCTION LAYOUT: The requirements of Section 149, Construction Layout, included in this Contract except where Special Provisions require that staking be provided by the Engineer. This work will not be paid for separately. The cost for performing layout work shall be included in the bid for the items of work to which the layout is incidental.
5. The Bidder must enter all unit prices, make all extensions, and total the bid.



## E. SUPPLEMENTAL PROVISIONS

1. It shall be the Contractor's responsibility to furnish suitable borrow material for the project and dispose of any unsuitable material. It shall be the Contractor's responsibility to dispose of any excessive suitable material. No additional payment will be made to dispose excessive suitable material; it shall be included in the price bid for 210-Grading Complete. Undercut areas not shown in the Plans when directed by the Engineer will be paid according to the Georgia Department of Transportation Standard Specifications Construction Of Transportation Systems , 2013 Edition (as amended).
2. Debris from clearing and grubbing and demolition operations will not be disposed of onsite. It is the responsibility of Contractor to provide for disposal of all unsuitable material. No additional payment will be made for hauling and disposing of debris, it shall be included in the price bid for 210-Grading Complete.
3. Existing roadway signs not addressed in the plans are to be removed and reset as directed by the Engineer. The removal and resetting of roadway signs will not be measured separately for payment but shall be included in the price for 150 - Traffic Control Lump Sum. All other applicable portions of sections 610 - REMOVAL OF MISCELLANEOUS ROADWAY ITEMS and 611 - RELAYING RECONSTRUCTING OR ADJUSTING TO GRADE OF MISCELLANEOUS ROADWAY STRUCTURES will remain in full effect for this Contract.
4. All roadway signs, both reset and additional, shall be placed in accordance with Georgia Department of Transportation Specifications and the current edition of the MUTCD.
5. This project is being let to contract by **Henry County Board of Commissioners** using the 2013 standard specifications of the Georgia Department of Transportation and the supplemental specifications. All work shall conform to these documents.
6. All traffic control shall conform to the Department of Transportation, State of Georgia, Special Provision, Section 150-Traffic Control (latest version as posted on the GDOT website).
7. This project shall be completed within three hundred sixty (360) calendar days after receipt of Notice to Proceed.
8. Henry County will be the contracting agency for this contract and will make all payments to the contractor and settle all claims that may be made relative to this contract. It is understood that time is an essential element of the contract and any delay in the prosecution of the work may inconvenience the public, obstruct traffic or interfere with business. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor, or in case of default, the Surety fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the contractor at the rate of two hundred forty-seven (\$247.00) per day (see Special Provision 108 for additional Prosecution and Progress).
9. **Henry County** will notify all utility companies of Award of Contract and assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction. In accordance with Sub-section 105.06 of **Georgia Department of Transportation** specifications, **Henry County** shall not be liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities appurtenances, or the operation of moving them. This shall not relieve the contractor's responsibility to comply with all applicable "call before you dig" laws and requirements. The Contractor shall provide any staking necessary for the relocations of existing and/or new utilities.

10. All materials and workmanship must be inspected and approved by **The Georgia Department of Transportation, SLOST Management Division, and Henry County Department of Transportation** prior to payment. All references to Engineer shall be deemed to mean **Transportation Project Director of SPLOST Management Division** or his designee, **112 S. Zack Hinton Parkway**, McDonough, Georgia 30253.
11. Contractor shall provide all required certifications, invoices and any other documentation according to Section 106-Control of Materials of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, 2013 Edition or latest revision.
12. All mailboxes, minor signs, or other such items to be relocated due to this construction shall be performed by the contractor and the cost of this relocation shall be included in the bid price. There will be no separate pay item for this work.
13. The contractor shall provide all materials, labor, tools, and equipment required for staking on this project. Contractor shall be responsible to provide, place, mark, maintain, replace, etc all staking. The cost for these staking services shall be included in the bid price. There will not be a separate pay item for this work.
14. Job mix formulas for hot mix asphalt must be submitted and approved prior to the placement of any mix.
15. The Contractor shall provide a construction schedule of work at the Pre-construction meeting.
16. Removal of all existing fences shall be included in the overall bid. There shall not be a separate pay item for this work.
17. Contractor shall use a rockhound or similar equipment to ensure there are no rocks or debris on shoulders and slopes prior to final grassing.
18. Contractor shall provide Variable Message Boards two weeks prior of any road closing. There will be no additional payment for this item, it shall be included in the Traffic Control line item.
19. There shall be no additional payment for rock excavation, it shall be included in the Grading Complete line item.
20. A stream buffer variance has been requested to EPD and permits to ACOE. Contractor shall wait to start construction until permits have been obtained.

## **F. SPECIAL PROVISION UTILITY CONFLICTS**

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

It will be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. The Contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, it shall be the Contractor's responsibility to notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

The Contractor shall reference all water meters and water valves within the project limits so they will remain undisturbed and can be adjusted to match construction. Access to fire hydrants shall be maintained at all times.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

In accordance with Subsection 105.06 of the Specifications, the Department shall not be liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the Department in charging Contract Time.

The determination of all utility conflicts on this project is currently in progress. Information regarding utility conflicts will be forwarded to the Contractor upon receipt.

**G. HENRY COUNTY - PROJECT SPECIAL PROVISION  
SECTION 105 - CONTROL OF WORK**

**105.08 CONSTRUCTION STAKES, LINES AND GRADES:**

The Contractor will be responsible for establishing the existing horizontal and vertical alignments necessary for establishing lines, slopes and profile grades for roadwork, and centerline benchmarks for structures. The Contractor, without additional compensation, will furnish and set all stakes, templates, and other devices necessary to control the work.

The Engineer shall stake the Right of Way as he deems necessary. When such stakes or lines are given by the Engineer, the Contractor shall satisfy himself to their accuracy and will be responsible for the correctness thereof. The Contractor shall also be held responsible for the proper use, interpretation and preservation of all stakes and marks. In the event any of the stakes or marks provided by the Engineer are willfully or carelessly destroyed, disturbed or defaced by the Contractor, the Contractor shall be responsible for their replacement.

When Construction Layout is included as a Bid Item, the requirements of Section 149 shall govern.

## **H. HENRY COUNTY - PROJECT SPECIAL PROVISION SECTION 106 - CONTROL OF MATERIALS**

### **106.03 SAMPLES, TESTS, and CITED SPECIFICATIONS:**

For work performed under Section 400, Hot Mix Asphaltic Concrete Construction, all materials shall be inspected and tested by the Contractor before incorporation into the Work. All quality control samples shall be taken and tested by the Contractor's designated quality control technician. Such tests shall be performed at the Contractor's expense and in accordance with the methods of tests established by the Department. Copies of all tests performed by the Contractor shall be furnished to the Engineer and will become a part of the project records.

At the discretion of the Department, the Contractor's quality control tests may be used as acceptance tests. The Department will maintain surveillance of the Contractor's Quality Assurance Acceptance Program and shall take samples and conduct tests as necessary to verify correctness of the Contractor's quality control tests and determine acceptability of materials and construction. The Contractor shall be responsible for the quality of the construction and materials incorporated therein.

**I. HENRY COUNTY - PROJECT SPECIAL PROVISION  
SECTION 107 - LEGAL REGULATIONS & RESPONSIBILITY TO THE  
PUBLIC**

**107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:**

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

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction.

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

**J. HENRY COUNTY - PROJECT SPECIAL PROVISION  
SECTION 201 - CLEARING AND GRUBBING RIGHT OF WAY**

In order to expedite the relocating of utilities it shall be the Contractor's responsibility to schedule his clearing and grubbing operation in such a manner that utility companies may begin their relocation process in the early stages of construction. This shall include but not limited to removing trees and or limbing trees.

It is not the intent of this Special Provision that the Contractor be held responsible for removing trees or limbing trees that would not be required by his normal clearing and grubbing operation. Normal clearing and grubbing will be the entire right of way and any easements shown on plans or as directed by the Engineer.

All provisions of Section 201 Clearing and Grubbing Right-of-Way shall apply.

It is expected that the Contractor will grade the roadway to its grading template to accommodate underground and aerial utilities in their relocation process when necessary. The Contractor would not be expected to grade beyond the normal grading template. Any additional cost should be included in the appropriate pay items.

# Henry County Board of Commissioners Standard Contract Form

Solicitation Title		Solicitation Number		Contract Number	
1. This Contract is entered into between the Henry County Board of Commissioners and the Contractor named below:					
<b>Henry County Board of Commissioners</b>				(hereafter called County)	
Contractor's Name				(hereafter called Contractor)	
2. Contract to Begin:		Date of Completion:		Renewals:	
3. Lump Sum Amount of this Contract (if applicable)		Fee Represented as a Percentage Of Designated Cost (if applicable)		Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	
				Annual Contract Price Agreement (if applicable)	
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:					
1: <b>All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)</b>					
2: <b>Bid or Proposal Submitted by Contractor along with Contractor's Final Response</b>					
3: <b>Fee/Cost Submitted by Contractor</b>					
4: <b>All Other Documentation Required in Solicitation</b>					
<b>IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.</b>					
5.					
<b>Contractor</b>					
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)				Federal Identification No.	
By (Authorized Signature)			Date Signed		
Printed Name and Title of Person Signing					
Address					
Telephone Number			E-mail Address		
6.					
<b>Henry County Board of Commissioners</b>					
<b>Chair or Designee</b>					
By (Authorized Signature)			Date Signed		
Printed Name and Title of Person Signing					
<b>June Wood, Chair</b>					
Address					
<b>140 Henry Parkway, McDonough, Georgia 30253</b>					



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

\_\_\_\_\_ (hereinafter called the Principal)  
and \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered  
and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of  
and authorized to do business in the State of Georgia, are held and firmly bound unto Henry County, Georgia, in  
the full and just sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
good and lawful money of the United States of America, to be paid upon demand to Henry County, Georgia, to  
which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns  
jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Henry County, Georgia, a proposal for furnishing  
materials, labor and equipment for:

**BID NUMBER: 18-16**

**HENRY COUNTY PROJECT NUMBER: Grading, Widening, and Paving for Elliott Road**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check  
otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal  
shall within fifteen (15) days after receipt of notification of the acceptance, execute a Contract in accordance with  
the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Henry  
County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to  
Henry County, Georgia, each in an amount of 100% of the total Contract Price, in form and with security  
satisfactory to said Henry County, Georgia, and otherwise to be and remain in full force and virtue 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 Henry County, Georgia, upon demand, the amount hereof in good and  
lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)  
Principal

\_\_\_\_\_(SEAL)  
Surety

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

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



**BID AUTHORIZATION AFFIDAVIT**

STATE OF GEORGIA  
COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by \_\_\_\_\_ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

## NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

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

Type Name: \_\_\_\_\_

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

Firm Address: \_\_\_\_\_

## REFERENCES

Please provide three (3) current or very current customers for whom you have provided similar products or services as listed in the specifications of this bid.

### Reference One

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

### Reference Two

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

### Reference Three

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

### Information of person who prepared this form:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name (Print or Type)

\_\_\_\_\_  
Authorized Representative's Signature

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization/ E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**SAVE AFFIDAVIT**

*REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT*

STATE OF GEORGIA  
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a Henry County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Henry County:

\_\_\_\_\_  
*[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]*

As a representative of: \_\_\_\_\_  
*(Name of the business, corporation, partnership, or other private entity)*

- 1) \_\_\_\_\_ I am a United States citizen
- OR**
- 2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:  
Alien Registration number for non-citizens: \* \_\_\_\_\_

## SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these type of business classification, please check all which apply:

**Small Business**

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

**Local Vendor**

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

**Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

**DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

**Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name (Print or Type)

\_\_\_\_\_  
Authorized Representative's Signature



**Bid # 18-16**  
**Grading, Widening, and Paving for Elliott Road**  
**Bid Price Sheet**

1 of 3

LINE NO.	ITEM NO.	ROADWAY	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0005	150-1000	TRAFFIC CONTROL - SP4430	LS	1		
0010	207-0203	FOUND BKFILL MATL, TP II	CY	87		
0015	210-0100	GRADING COMPLETE - SP4430	LS	1		
0020	310-1101	GR AGGR BASE CRS, INCL MATL	TN	8,100		
0025	318-3000	AGGR SURF CRS	TN	1,700		
0030	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,700		
0035	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3,000		
0040	413-0750	TACK COAT	GL	1,200		
0045	441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	430		
0050	441-0204	PLAIN CONC DITCH PAVING, 4 IN	SY	3,000		
0055	444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	44		
0060	500-3101	CLASS A CONCRETE	CY	320		
0065	500-3200	CLASS B CONCRETE	CY	12		
0070	511-1000	BAR REINF STEEL	LB	31,000		
0075	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	LF	59		
0080	550-1481	STORM DRAIN PIPE, 48 IN, H 10-15	LF	200		
0085	550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	LF	1,400		
0090	550-2240	SIDE DRAIN PIPE, 24 IN, H 1-10	LF	80		
0095	550-3330	SAFETY END SECTION 30 IN, STORM DRAIN, 4:1 SLOPE	EA	1		
0100	550-3418	SAFETY END SECTION 18 IN, SIDE DRAIN, 4:1 SLOPE	EA	24		
0105	550-3424	SAFETY END SECTION 24 IN, SIDE DRAIN, 4:1 SLOPE	EA	1		
0110	550-3618	SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE	EA	24		
0115	550-3624	SAFETY END SECTION 24 IN, SIDE DRAIN, 6:1 SLOPE	EA	1		
0120	603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	150		
0125	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	220		
0130	603-7000	PLASTIC FILTER FABRIC	SY	370		
0135	610-9099	REM WINGWALLS & PARAPETS, STA - 151+86 LT & RT	LS	1		

**Company's Name:** \_\_\_\_\_

**Bid # 18-16**  
**Grading, Widening, and Paving for Elliott Road**  
**Bid Price Sheet**

2 of 3

LINE NO.	ITEM NO.	ROADWAY (CONTINUED)	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0140	641-1200	GUARDRAIL, TP W	LF	1,800		
0145	641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	6		
0150	641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	6		
0155	643-0010	FIELD FENCE WOVEN WIRE	LF	6,600		
0160	643-0050	TEMPORARY FIELD FENCE	LF	3,700		
0165	643-8000	GATE, FIELD FENCE	EA	5		
0170	668-4300	STORM SEWER MANHOLE, TP 1	EA	2		
<b>SUBTOTAL (ROADWAY)</b>						
LINE NO.	ITEM NO.	PERMANENT EROSION CONTROL	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0175	700-6910	PERMANENT GRASSING	AC	11		
0180	700-7000	AGRICULTURAL LIME	TN	33		
0185	700-8000	FERTILIZER MIXED GRADE	TN	12		
0190	700-8100	FERTILIZER NITROGEN CONTENT	LB	600		
0195	716-2000	EROSION CONTROL MATS, SLOPES	SY	13,000		
<b>SUBTOTAL (PERMANENT EROSION CONTROL)</b>						
LINE NO.	ITEM NO.	TEMPORARY EROSION CONTROL	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0200	163-0232	TEMPORARY GRASSING	AC	6		
0205	163-0240	MULCH	TN	200		
0210	163-0300	CONSTRUCTION EXIT	EA	4		
0215	163-0502	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 2	EA	3		
0220	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	4		
0225	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	148		
0230	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	3,920		
0235	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	3,200		
0240	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	2,000		
0245	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	3,440		
0250	165-0086	MAINTENANCE OF SILT CONTROL GATE, TP 2	EA	3		

**Company's Name:** \_\_\_\_\_

**Bid # 18-16**  
**Grading, Widening, and Paving for Elliott Road**  
**Bid Price Sheet**

3 of 3

LINE NO.	ITEM NO.	TEMPORARY EROSION CONTROL (CONTINUED)	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0255	165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	4		
0260	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	4		
0265	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4		
0270	167-1500	WATER QUALITY INSPECTIONS	MO	16		
0275	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	6,300		
0280	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	4,000		
0285	643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1,200		
<b>SUBTOTAL (TEMPORARY ROSION CONTROL)</b>						
LINE NO.	ITEM NO.	SIGNING & MARKING	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
0290	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	10		
0295	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	25		
0300	636-2070	GALV STEEL POSTS, TP 7	LF	80		
0305	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	13,000		
0310	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	12,000		
0315	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	44		
0320	654-1001	RAISED PVMT MARKERS TP 1	EA	300		
<b>SUBTOTAL (SIGNING AND MARKING)</b>						
<b>TOTAL BID AMOUNT</b>						

\_\_\_\_\_  
**TOTAL BID AMOUNT (WORDS)**

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Representative's Name  
 (Print or Type)

\_\_\_\_\_  
 Authorized Representative's Signature

**Bid # 18-16**  
**Grading, Widening, and Paving for Elliott Road**  
**Opening: 3:00 PM, November 15, 2017**

**CHECKLIST FOR BID DOCUMENTS**

*Failure to include all required documents will result in proposal being removed for consideration for award.*

<u>DOCUMENTATION DESCRIPTION</u>	Please check
<b>Any Required Documents cited in Bid Specifications</b>	<input type="checkbox"/>
<b>W-9</b>	<input type="checkbox"/>
<i>Forms:</i>	
<b>Solicitation Form (Page 1 of this Document)</b>	<input type="checkbox"/>
<b>Addendum Cover Sheet(s) (If applicable.)</b>	<input type="checkbox"/>
<b>Bid Bond</b>	<input type="checkbox"/>
<b>List of Subcontractors</b>	<input type="checkbox"/>
<b>Bid Authorization Affidavit</b>	<input type="checkbox"/>
<b>Non-Conflict of Interest</b>	<input type="checkbox"/>
<b>References</b>	<input type="checkbox"/>
<b>Georgia Security &amp; Immigration Compliance Act Affidavit &amp; Agreement</b>	<input type="checkbox"/>
<b>SAVE Affidavit</b>	<input type="checkbox"/>
<b>Supplier Inclusion Program</b>	<input type="checkbox"/>
<b>Bid Price Sheet(s)</b>	<input type="checkbox"/>
<b>Checklist for Bid Documents/Addenda Acknowledgement (this page)</b>	<input type="checkbox"/>

**ADDENDA ACKNOWLEDGEMENT**

**Failure to acknowledge any addenda will result in a non-responsive bid.**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	_____	Dated
Addendum No. _____	_____	Dated
Addendum No. _____	_____	Dated
Addendum No. _____	_____	Dated

*This affirms that all documents are included with the bidder's bid package.*

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

\_\_\_\_\_  
 Date

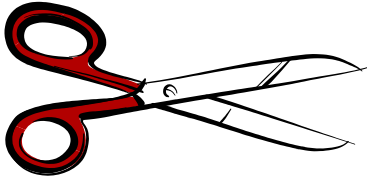
\_\_\_\_\_  
 Authorized Representative's Name  
 (Print or Type)

\_\_\_\_\_  
 Authorized Representative's Signature

**SECTION IV – SEALED BID LABEL**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



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**SEALED BID ENCLOSED**

**Bid # 18-16, Grading, Widening, and Paving for Elliott Road  
Due 3:00 PM/November 15, 2017**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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**DELIVER TO: Henry County Purchasing Department  
140 Henry Parkway  
McDonough, GA 30253**