

Bid # 19-20
Campground Road at SR 155 Intersection Improvements
Opening: 3:00 PM, December 19, 2018

| TABLE OF CONTENTS | Page |
|---|----------------|
| SECTION I – GENERAL OVERVIEW | |
| A - PURPOSE | 3 |
| B - GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS | 3 - 12 |
| SECTION II – SPECIFICATIONS | |
| A - CONTRACT TERMS AND CONDITIONS | 13 - 14 |
| B - INSURANCE REQUIREMENTS | 14 - 15 |
| C - BONDS | 15 |
| D - GENERAL REQUIREMENTS | 16 |
| E - SUPPLEMENTAL PROVISIONS | 17 – 18 |
| F - SPECIAL PROVISION – UTILITY CONFLICTS | 19 |
| G - PROJECT SPECIAL PROVISION – SECTION 102 | 20 |
| H - PROJECT SPECIAL PROVISION – SECTION 103 | 21 |
| I - PROJECT SPECIAL PROVISION – SECTION 105 | 22 |
| J - PROJECT SPECIAL PROVISION – SECTION 106 | 23 |
| K - PROJECT SPECIAL PROVISION – SECTION 107 | 24 |
| L - PROJECT SPECIAL PROVISION – SECTION 201 | 25 |
| SECTION III - FORMS | |
| STANDARD CONTRACT DOCUMENTS (SAMPLE) | 26 |
| BID BOND | 27 |
| LIST OF SUBCONTRACTORS | 28 |
| BID AUTHORIZATION AFFIDAVIT | 29 |
| NON-CONFLICT OF INTEREST | 30 |
| REFERENCES | 31 |
| GA SECURITY & IMMIGRATION COMPLIANCE AFFIDAVIT & AGREEMENT | 32 |
| SAVE AFFIDAVIT | 33 |
| SUPPLIER INCLUSION PROGRAM | 34 |
| BID PRICE SHEET(S) | 35 - 37 |
| CHECKLIST FOR BID DOCUMENTS | 38 |
| SECTION IV – SEALED BID LABEL | 39 |

SECTION I - GENERAL OVERVIEW

A. PURPOSE

The intent of this invitation is to obtain competitive sealed bids from qualified vendors for Campground Road at SR 155 Intersection Improvements. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid, which includes signalization. **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 # 19-20**

**Campground Road at SR 155 Intersection Improvements
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- 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: henrycounty-ga.com/purchasing 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. (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: henrycounty-ga.com/purchasing
- 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 (300) 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 one hundred fifty one (\$151.00) dollars 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 |
|-----------------------|-------------|

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 (300) 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 (300) 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 one hundred fifty one (\$151.00) dollars per day (see Special Provision 108 for additional Prosecution and Progress).

SUPPLEMENTAL PROVISIONS (CON'T.)

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.
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. Contractor shall provide Variable Message Boards if there are any night lane closures and during traffic shifts. There will not be a pay item for the Variable Message Boards, it shall be included in the Traffic Control line item.

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 102 - BIDDING REQUIREMENTS AND CONDITIONS**

102.01 PREQUALIFICATION OF BIDDERS:

Bids will be considered only from experienced and well equipped Contractors engaged in work of this type and magnitude. Contractors must be presently pre-qualified to do this type of work with the Georgia Department of Transportation and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board.

Bidders may be required to submit evidence setting forth qualifications which entitle them to considerations as a responsible Contractor. A list of work similar in character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

102.03 CONTENTS OF PROPOSAL FORMS:

Upon request, the Department will furnish the prospective Bidder with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which the work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The Form will also include any Special Provisions or requirements which vary from or are not contained in the Standard Specifications. Also included with each Proposal Form will be a Non-Collusion Certificate. All papers bound with or attached to the Proposal Form are considered a part thereof and must not be detached or altered when the Proposal is submitted. The Plans, Specifications and other documents designated in the Proposal Form, will be considered a part of the Proposal whether attached or not. The prospective Bidder will be required to pay the Department the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans.

102.15 ADDENDA AND INTERPRETATION:

No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to:

Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253

Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

H. HENRY COUNTY - PROJECT SPECIAL PROVISION SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 CONSIDERATION OF PROPOSALS:

If, prior to the award of a contract, the Department determines that because of errors in the bidding documents an unbalanced bid has been submitted and that such unbalanced bid is the lowest bid of the reliable bids received, the Department, prior to its decision on the award of the contract, may negotiate with the lowest reliable bidder to correct such errors and to correct the unbalanced bid provided that the lowest reliable bidder is not changed. Subject to the negotiations the Department may award the contract or reject the contract and re-advertise, abandon the project or perform the work itself.

103.02 AWARD OF CONTRACT:

If a contract is awarded, it will be awarded to the lowest reliable bidder, whose proposal shall have met all the prescribed requirements, including any negotiated changes as indicated below. The contract will be awarded, if at all, within 60 calendar days after the opening of the proposals, unless a longer period is specified in the proposal or the successful bidder agrees in writing to a longer period for the award.

Single as well as multiple proposals for a project will be publicly opened and read. If only one proposal is received on a project and the amount of that proposal is equal to or less than the Department's cost estimate for the project, as certified by the Chief Engineer, that cost estimate will be read. If only one proposal is received and the amount of that proposal exceeds the Department's cost estimate for the project, the Department may, at its option, exercise one of the following:

1. Award the contract as bid.
2. Negotiate a price which is fair and reasonable and award the contract as negotiated.
3. Reject the proposal and re-advertise, perform the work itself, or abandon the project.

In all cases, the negotiated price shall not be greater than the price bid. Prior to negotiations, the Department will inform the bidder of the Department's estimate for the project.

Award to the successful bidder will be made public through the publication of the Award announcement. If the successful bidder fails to execute the Contract and file acceptable Bonds within the period set forth in Sub-Section 103.07 thereby causing cancellation of the Award and forfeiture of the Proposal Guaranty, the Department may award the contract to the next lowest reliable bidder, re-advertise, abandon the project, or perform the work itself.

103.04 RETURN OF PROPOSAL GUARANTY:

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.

**I. 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.

**J. 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.

**K. 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.

**L. 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 Standard Contract Form

| | | | |
|--|--|--|---|
| Solicitation Title | Solicitation Number | Contract Number | |
| 1. This Contract is entered into between Henry County and the Contractor named below: | | | |
| Henry County | | (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: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above) | | | |
| 2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response | | | |
| 3: Fee/Cost Submitted by Contractor | | | |
| 4: All Other Documentation Required in Solicitation | | | |
| IN WITNESS WHEREOF, this Contract has been executed by the parties hereto. | | | |
| 5. | | | |
| Contractor | | | |
| 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. | | | |
| Henry County | | | |
| Chair or Designee | | | |
| By (Authorized Signature) | | Date Signed | |
| Printed Name and Title of Person Signing | | | |
| Address 140 Henry Parkway, McDonough, Georgia 30253 | | | |

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:

HENRY COUNTY PROJECT NUMBER: SP4322

BID NUMBER: 19-20, Campground Road at SR 155 Intersection Improvements

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: _____

LIST OF SUBCONTRACTORS

To be submitted within 24 hours of issuance of Notice to Proceed. All subcontractors shall be currently pre-qualified with the Georgia Department of Transportation.

I do __, do not __, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors.

| NAME AND ADDRESS | TYPE OF WORK |
|------------------|--------------|
| | |
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| | |
| | |
| | |

SIGNED: _____ DATE: _____

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.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

Bid # 19-20
Campground Road at SR 155 Intersection Improvements
Bid Price Sheet

| LINE NO. | ITEM NO. | ITEM DESCRIPTION ROADWAY | UNITS | QTY. | UNIT PRICE | EXTENDED PRICE |
|---------------------------|----------|---|-------|-------|------------|----------------|
| 0005 | 150-1000 | TRAFFIC CONTROL - SP 4322 | LS | 1 | | |
| 0010 | 210-0100 | GRADING COMPLETE - SP 4322 | LS | 1 | | |
| 0015 | 310-1101 | GR AGGR BASE CRS, INCL MATL | TN | 2740 | | |
| 0020 | 318-3000 | AGGR SURF CRS | TN | 200 | | |
| 0025 | 402-1812 | RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME | TN | 525 | | |
| 0030 | 402-3130 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME | TN | 710 | | |
| 0035 | 402-3190 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | TN | 350 | | |
| 0040 | 402-3121 | RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | TN | 690 | | |
| 0045 | 413-1000 | BITUM TACK COAT | GL | 305 | | |
| 0050 | 441-0050 | CONCRETE SLOPE DRAIN | SY | 5 | | |
| 0055 | 441-0108 | CONCRETE SIDEWALK, 8 IN | SY | 20 | | |
| 0060 | 441-0304 | CONC SPILLWAY, TP 4 | EA | 1 | | |
| 0065 | 446-1100 | PVMT REINF FABRIC STRIPS, TP 2, 18 IN WIDE | LF | 4,000 | | |
| 0070 | 441-0016 | DRIVEWAY CONCRETE, 6 IN | SY | 70 | | |
| 0075 | 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 | LF | 456 | | |
| 0080 | 550-2180 | SIDE DRAIN PIPE, 18 IN, H 1-10 | LF | 33 | | |
| 0085 | 550-3318 | SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE | EA | 3 | | |
| 0090 | 668-1100 | CATCH BASIN, GP 1 | EA | 1 | | |
| 0095 | 668-1110 | CATCH BASIN, GP 1, ADD'L DEPTH | LF | 1 | | |
| 0100 | 668-2100 | DROP INLET, GP 1 | EA | 4 | | |
| 0105 | 441-0754 | CONCRETE MEDIAN, 7 1/2 IN | SY | 40 | | |
| 0110 | 441-6222 | CONC CURB & GUTTER, 8 IN X 30 IN, TP 2 | LF | 220 | | |
| 0115 | 441-3999 | CONCRETE V GUTTER | LF | 930 | | |
| 0120 | 441-4030 | CONC VALLEY GUTTER, 8 IN | SY | 35 | | |
| 0125 | 634-1200 | RIGHT OF WAY MARKER | EA | 2 | | |
| 0130 | 600-0001 | FLOWABLE FILL | CY | 5 | | |
| 0135 | 500-3200 | CLASS B CONCRETE | CY | 35 | | |
| SUBTOTAL (ROADWAY) | | | | | | |

Company's Name: _____

Bid # 19-20
Campground Road at SR 155 Intersection Improvements
Bid Price Sheet

| LINE NO. | ITEM NO. | ITEM DESCRIPTION EROSION CONTROL | UNITS | QTY. | UNIT PRICE | EXTENDED PRICE |
|-----------------------------------|----------|---|-------|-------|------------|----------------|
| 0140 | 163-0232 | TEMPORARY GRASSING | AC | 2 | | |
| 0145 | 163-0240 | MULCH | TN | 80 | | |
| 0150 | 163-0503 | CONSTRUCT AND REMOVE SILT CONTROL GATE , TP 3 | EA | 1 | | |
| 0155 | 163-0528 | CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE | EA | 32 | | |
| 0160 | 163-0550 | CONSTRUCT AND REMOVE INLET SEDIMENT TRAP | EA | 5 | | |
| 0165 | 165-0030 | MAINTENANCE OF TEMPORARY SILT FENCE, TP C | LF | 520 | | |
| 0170 | 165-0041 | MAINTENANCE OF CHECK DAMS - ALL TYPES | LF | 2,610 | | |
| 0175 | 165-0087 | MAINTENANCE OF SILT CONTROL GATE, TP 3 | EA | 1 | | |
| 0180 | 165-0105 | MAINTENANCE OF INLET SEDIMENT TRAP | EA | 5 | | |
| 0185 | 167-1000 | WATER QUALITY MONITORING AND SAMPLING | EA | 2 | | |
| 0190 | 167-1500 | WATER QUALITY INSPECTIONS | MO | 12 | | |
| 0195 | 171-0030 | TEMPORARY SILT FENCE, TYPE C | LF | 1,040 | | |
| 0200 | 700-6910 | PERMANENT GRASSING | AC | 4 | | |
| 0205 | 700-7000 | AGRICULTURAL LIME | TN | 12 | | |
| 0210 | 700-8000 | FERTILIZER MIXED GRADE | TN | 3 | | |
| 0215 | 700-8100 | FERTILIZER NITROGEN CONTENT | LB | 200 | | |
| SUBTOTAL (EROSION CONTROL) | | | | | | |

| LINE NO. | ITEM NO. | ITEM DESCRIPTION SIGNING & MARKING | UNITS | QTY. | UNIT PRICE | EXTENDED PRICE |
|----------|----------|---|-------|-------|------------|----------------|
| 0220 | 636-1033 | HIGHWAY SIGNS, TP1 MATL, REFL. SHEETING TP 9 | SF | 10 | | |
| 0225 | 636-1036 | HIGHWAY SIGNS, TP1 MATL, REFL. SHEETING TP11 | SF | 7 | | |
| 0230 | 636-2070 | GALV STEEL POSTS, TP 7 | LF | 39 | | |
| 0235 | 653-0120 | THERMOPLASTIC PVMT MARKING, ARROW, TP 2 | EA | 14 | | |
| 0240 | 653-1501 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE | LF | 4,600 | | |
| 0245 | 653-1502 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW | LF | 1,650 | | |
| 0250 | 653-1804 | THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE | LF | 1,350 | | |
| 0255 | 653-1704 | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE | LF | 145 | | |
| 0260 | 653-3501 | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE | LF | 400 | | |

Company's Name: _____

Bid # 19-20
Campground Road at SR 155 Intersection Improvements
Bid Price Sheet

| LINE NO. | ITEM NO. | ITEM DESCRIPTION SIGNING & MARKING CONTINUED | UNITS | QTY. | UNIT PRICE | EXTENDED PRICE |
|---|----------|---|-------|------|------------|----------------|
| 0265 | 653-6004 | THERMOPLASTIC TRAF STRIPE, WHITE | SY | 30 | | |
| 0270 | 653-6006 | THERMOPLASTIC TRAF STRIPE, YELLOW | SY | 160 | | |
| 0275 | 654-1001 | RAISED PVMT MARKERS TP 1 | EA | 30 | | |
| 0280 | 654-1003 | RAISED PVMT MARKERS TP 3 | EA | 65 | | |
| SUBTOTAL (SIGNING & MARKING) | | | | | | |
| LINE NO. | ITEM NO. | ITEM DESCRIPTION TRAFFIC SIGNAL | UNITS | QTY. | UNIT PRICE | EXTENDED PRICE |
| 0285 | 636-1045 | HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING TP II | SF | 80 | | |
| 0290 | 639-5000 | PRESTRESSED CONCRETE STRAIN POLE, TP IV | EA | 4 | | |
| 0295 | 647-1000 | TRAFFIC SIGNAL INSTALLATION NO. 1 (SR 155 AT CAMPGROUND ROAD) | LS | 1 | | |
| 0300 | 647-2151 | PULL BOX, PB-5S | EA | 1 | | |
| 0305 | 682-6233 | CONDUIT, NONMETAL, TP 3, 2 IN | LF | 1000 | | |
| SUBTOTAL (TRAFFIC SIGNAL) | | | | | | |
| TOTAL BID AMOUNT | | | | | | |

TOTAL BID AMOUNT (WORDS)

Company's Name

Date

Authorized Representative's Name
(Print or Type)

Authorized Representative's Signature

Bid # 19-20
Campground Road at SR 155 Intersection Improvements
Opening: 3:00 PM, December 19, 2018

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

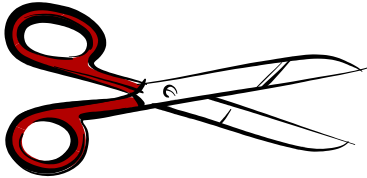
| | |
|----------------|-------|
| _____ | _____ |
| Company's Name | Date |

| | |
|---|---------------------------------------|
| _____ | _____ |
| 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.*



SEALED BID ENCLOSED

**Bid # 19-20, Campground Road at SR 155 Intersection Improvements
Due 3:00 PM/December 19, 2018**

Vendor Name

Address

City, State, Zip Code

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