

INVITATION FOR BID

25-ITB-083

MCCALL ROAD MAINTENANCE RESURFACING 2025



Effingham County
804 S Laurel Street
Springfield, GA 31329

RELEASE DATE: February 7, 2025

DEADLINE FOR QUESTIONS: March 6, 2025

RESPONSE DEADLINE: March 21, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/effinghamcounty>

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McCall Road Maintenance Resurfacing 2025

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A - SAMPLE CONSTRUCTION CONTRACT

B - Bid Bond Form

C - Bidder's Checklist

D - McCall Rd Resurfacing Package_01.31.2025

1. Introduction

1.1. Summary

McCall Road Maintenance Resurfacing 2025 The Project is approximately 5.81 miles of resurfacing on McCall Rd from Golden Drive to Blandford Road and Blue Jay Road to Ralph Rahn Road in Effingham County.

Project includes patching, 2 ft shoulder widening, patching, leveling, resurfacing along with shoulder building.

1.2. Contact Information

Project Contact:

Lauren Shuman

Purchasing Technician

804 S. Laurel St

Springfield, GA 31329

Email: lushuman@effinghamcounty.org

Phone: [\(912\) 754-2159](tel:(912)754-2159) Ext: 4573

Procurement Contact:

Danielle Carver

Procurement and Capital Projects Manager

804 S Laurel St

Springfield, GA 31329

Email: dcarver@effinghamcounty.org

Phone: [\(912\) 754-2159](tel:(912)754-2159)

Department:

Purchasing

Department Head:

Danielle Carver

Procurement & Capital Projects Manager

1.3. Timeline

Release Project Date	February 7, 2025
Pre-Proposal Meeting (Mandatory)	February 14, 2025, 11:00am Effingham County Board of Commissioners Admin Building - Training Room 804 S. Laurel St. Springfield, GA 31329

Question Submission Deadline	March 6, 2025, 4:00pm
Question Response Deadline	March 13, 2025, 2:00pm
Addendum Deadline	March 13, 2025, 2:00pm
Proposal Submission Deadline	March 21, 2025, 2:00pm

2. Notice to Contractors

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

25-ITB-083, McCall Road Maintenance Resurfacing 2025

2.1. NOTICE TO CONTRACTORS

Bids will be received by Effingham County Board of Commissioners via the County's eProcurement Portal until 2:00 pm on Friday, March 21, 2025, and the bids will be publicly opened and read aloud.

The Work to be bid consists of furnishing all materials, labor and equipment for: McCall Road Maintenance Resurfacing 2025

2.2. MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference will be held at 11:00 am on Friday, February 14, 2025 at Effingham County Board of Commissioners Admin Building - Training Room 804 S. Laurel St. Springfield, GA 31329

Proposals will not be accepted from any firm that did not attend the pre-bid meeting for McCall Road Maintenance Resurfacing 2025.

2.3. QUESTIONS

Any questions that arise after the pre-proposal conference must be made in writing via the County's eProcurement Portal no later than 4:00 pm (Eastern Time) on Thursday, March 6, 2025. Questions will only be answered if submitted through the County's eProcurement Portal. Questions will be answered via the eProcurement Portal and/or via an addendum posted on the Effingham County eProcurement Portal on or before 2:00 pm on Thursday, March 13, 2025.

2.4. BID BOND

All proposals shall be accompanied by a BID BOND in favor of the Effingham County Board of Commissioners in the amount of at least five percent (5%) of the BID for the complete work. The BID BOND shall be forfeited to the Effingham County Board of Commissioners as liquidated damages if the BIDDER fails to execute the CONTRACT and provide PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days after being issued a Notice of Award. A Notice to Proceed will be issued immediately after the receipt of the signed Contract and P&P Bonds, and the Contractor is required to execute the NTP and begin work within fourteen (14) calendar days after signature and issuance of the NTP by the County.

Payment will be made on a monthly basis for work performed the previous month, less retainage. The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the Engineer.

2.5. BIDDER'S CONFIRMATION

The BIDDER is expected to examine the sites of the proposed work, the BIDDERS CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS and AGREEMENT forms before submitting a BID. The Effingham County Board of Commissioners reserves the right to reject any and all Bids and to waive any informality in the bidding. Additionally, Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. No Bids shall be withdrawn within 60 days after the actual date of the opening thereof. Bids from noncertified Bidders will not be considered.

2.6. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS may be examined at the following location: Effingham County Board of Commissioners, 804 South Laurel Street, Springfield GA, 31329.

Copies of the CONTRACT DOCUMENTS may be obtained at: the County's eProcurement Portal.

2.7. COMPLETION DAYS

The Completion Date for this Contract shall be within 180 Calendar days from receipt of Notice to Proceed.

3. Instructions to Bidders

3.1. INSTRUCTIONS TO BIDDERS

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

1.2 HOW TO SUBMIT BIDS: All bids shall be submitted via the County's [eProcurement Portal](#).

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

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

1.4 QUESTIONS: Any questions that arise after the pre-proposal conference must be made in writing via the County's eProcurement Portal no later than 4:00 pm (Eastern Time) on Thursday, March 6, 2025. Questions will only be answered if submitted through the County's eProcurement Portal. Questions will be answered via the eProcurement Portal and/or via an addendum posted on the Effingham County eProcurement Portal on or before 2:00 pm on Thursday, March 13, 2025.

The only official answer or position of Effingham County will be the one stated in writing through the County's eProcurement Portal.

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

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

1.7 CONFIDENTIALITY OF DOCUMENTS: Upon receipt of a bid by the County, the bid shall become the property of the County without compensation to the Contractor, for disposition or usage by the County at its discretion. The particulars of the bid documents will remain confidential until final award of the contract.

1.8 BIDDER: Whenever the term "Bidder" is used it shall encompass the "person," "business," "firm," "contractor" or other party submitting a bid to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this Invitation to Bid the term "contractor" may be used interchangeably with the term "bidder".

1.9 CONTRACT: Whenever the term "Contract" is used, it shall encompass "purchase order" and "agreement."

1.10 COMPLIANCE WITH LAWS: The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

1.11 COUNTY: Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.12 DEBARRED FIRMS AND PENDING LITIGATION: Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) will not be considered for contract award. Bidders shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

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

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

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

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

**** All Proposers are to read and complete the E-Verify affidavit (Item 7 in Vendor Questionnaire) to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.**

1.14 PROTECTION OF RESIDENT WORKERS: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4. LEGAL NOTICE

Invitation to Bid

Effingham County, Georgia is seeking bids from firms interested in

25-ITB-083 – McCall Road Maintenance Resurfacing 2025

Sealed proposals are due by 2:00 pm on Friday, March 21, 2025 and must be submitted via the County's [eProcurement Portal](#).

A copy of this Invitation to Bid is available at Effingham County Purchasing Office, 804 S. Laurel Street, Springfield, GA 31329. or online via the County's eProcurement Portal- for additional information please submit your questions via the County's eProcurement Portal.

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

5. GENERAL CONDITIONS

5.1. 1.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same to the County.

5.2. 1.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

5.3. 1.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Bidder submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

5.4. 1.4 PRICES TO BE FIRM:

The Bidder warrants that Bid prices, terms and conditions quoted in his Bid will be firm for acceptance for a period of sixty (60) days from Bid opening date, unless otherwise stated in the Bid.

5.5. 1.5 COMPLETENESS:

All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The County shall have sole discretion in evaluating qualifications and responses of Bidders. Bidder acknowledges that in performing a contract for the Board, Bidder shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.12 of the INSTRUCTIONS TO BIDDERS. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to the Board's contract.

5.6. 1.6 MULTIPLE PROPOSALS:

No Bidder will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.

5.7. 1.7 PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder agrees to indemnify Effingham County and its officers, agents and employees against liability.

5.8. 1.8 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER):

A responsible Bidder is defined as one who meets, or by the date of the Bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids. Effingham County has the right to require any or all Proposers to submit documentation of their ability to perform, provide or carry out the service requested and to disqualify the proposal of any Proposer as being unresponsive or un-responsible whenever such Proposer cannot.

5.9. 1.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement.

A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

5.10. 1.10 AWARD OF CONTRACT:

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

5.11. 1.11 TERM OF THE CONTRACT:

The contract period will be for the period specified in the contract document UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.

5.12. 1.12 INSURANCE PROVISIONS:

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

A. Name of Producer (Contractor's insurance Broker/Agent).

B. Companies affording coverage (there may be several).

C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).

D. A Summary of all current insurance for the insured (includes effective dates of coverage).

E. A brief description of the operations to be performed, the specific job to be performed, or contract number.

F. Certificate Holder (This is to always include Effingham County).

5.13. 1.13 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

A. Commercial General Liability: Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

B. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

C. Business Automobile Liability: Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

5.14. 1.14 SPECIAL REQUIREMENTS:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis; however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. Extended Reporting Periods: The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

D. Cancellation/Non-Renewal Notification: Each insurance policy supplied in response to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.

E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Proposer must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

5.15. 1.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

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

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

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

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

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

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

5.16. 1.16 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of

injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

5.17. 1.17 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid to provide a complete product or service package which meets all requirements. Specific equipment and system references may be included in the ITB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Changes in the scope of services, specifications, or terms and conditions of the ITB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings between a potential Bidder and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

5.18. 1.18 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Bidder after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

5.19. 1.19 NOTICE OF AWARD and NOTICE TO PROCEED:

The successful bidder shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk. A Notice of Award (NOA) will be issued after the award by the Board of Commissioners. Upon receipt of the NOA, the Contractor will have fourteen (14) calendar days to return the Payment and Performance Bonds and the fully executed Contract. Upon receipt of those documents by the Purchasing Agent, a Notice to Proceed (NTP) will be issued. Work is to commence no later than fourteen (14) calendar days from the date of signature on the NTP.

5.20. 1.20 PAYMENT TO CONTRACTORS:

Instructions for invoicing the County for services delivered to the County are specified in the contract document.

A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.

B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.

C. Effingham County is a tax-exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please

consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

5.21. 1.21 CONTRACT COST ADJUSTMENTS:

Prices quoted shall be firm for the contract term.

5.22. 1.22 VENDOR DEFAULT:

In case of vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

5.23. 1.23 METHOD OF COMPENSATION:

The successful Contractor will be compensated in accordance with the approved compensation schedule. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the project through the last day of the month (or a mutually agreeable time). All invoices shall be submitted on a monthly basis until the project is completed. Invoices shall be itemized to reflect actual expenses for each individual task and will be accompanied by a summary progress report which outlines the work accomplished during the billing period and shall identify any problems which may be inhibiting project execution. The terms of the resulting contract are intended to supersede all provisions of the Georgia Prompt Pay Act. The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. The contractor may submit a final invoice to the County for the remaining retainage upon the County's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the County to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by Effingham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the contract document, or the terms of any warranties required by the contract document or items previously made in writing and identified by the County as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except for those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

5.24. 1.24 GUARANTEE:

Unless otherwise specified by County, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be signed by the County as being least detrimental to the operation of County business.

5.25. 1.25 SURETY BOND REQUIREMENTS

A. Bidder shall post a Bid Bond, Certified Check, or Money Order made payable to the Effingham County Finance Department in the amount of 5% of the Bid price.

B. Contractor(s) shall post a Payment/Performance Bond, Certified Check, or Money Order made payable to the Effingham County Board of Commissioners, in the amount of 100% of the Bid price if awarded the contract or purchase. Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due any sub-contractors.

C. Whenever a Bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Effingham County.

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

E. Forfeit in the amount of the Bid Bond as liquidated damages if he/she fails to enter into a contract with Effingham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this Bid Proposal for the Bid amount, and;

F. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:

1. The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;
2. The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.

6. SUPPLEMENTAL CONDITIONS

6.1. DESCRIPTION OF WORK:

McCall Road Maintenance Resurfacing 2025

All construction shall be done in accordance with the contract documents and plans. Contract administration and inspection will be performed by Effingham County and/or its Design Consultants.

It is the responsibility of the bidder to carefully examine and fully understand the construction contract, scope of work and other documents hereto attached and make a personal examination of the site of the proposed work, and to satisfy himself or herself as to the actual conditions and requirements of the work.

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

1. The Contractor shall have at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall notify the A/E prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the A/E for all activities of subcontractors.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract. "The County will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. The County reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the County reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed. Contracts shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsive and responsive bidder exceeds funds budgeted for the contract, the county may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Effingham County reserves the right to reject any or all bids, and to waive formalities.
4. The County also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the Effingham County, Georgia.

5. "No bid will be considered unless it is accompanied by a certified check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to the Board of Commissioners of Effingham County. Such Bid Bond shall be on the forms provided by the County."
6. Bids must be submitted via the County's eProcurement Portal.
7. Bid shall be submitted in the Bid Format provided by the County's eProcurement Portal.
8. The bid package as described in Notice to Contractors must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.
9. No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Office of County Purchasing Agent, 804 South Laurel Street, Springfield, Georgia 31329. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.
10. The contract, if awarded, shall be awarded to the most responsive and responsible bidder. Effingham County reserves the right to exercise exclusive discretion as to the responsibility of any bidder. Contracts shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for the contract, the county may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Effingham County reserves the right to reject any or all bids, and to waive formalities.
11. The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.
12. All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties will be considered if a request is made in writing.
13. The Contract shall be signed by the successful Bidder and returned within 15 calendar days after the date of the letter transmitting the Contract to the Bidder. No Contract shall be considered as effective until it has been fully executed by all of the parties.
14. Failure to execute the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to Effingham County, not as a penalty, but as liquidation damages sustained. At the discretion of the County, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by County forces.

7. Scope of Work

7.1. SCOPE OF WORK:

The purpose of this solicitation is to describe the requirements for: McCall Road Maintenance Resurfacing 2025

The Project is approximately 5.81 miles of resurfacing from Golden Drive to Blandford Road and Blue Jay Road to Ralph Rahn Road in Effingham County.

Project includes patching, 2 ft shoulder widening, patching, leveling, resurfacing along with shoulder building.

7.2. GENERAL INFORMATION:

Whenever an alteration in character of work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before work is started on such alternation, except that in the absence of a Supplemental Agreement acceptable to both parties, the County may direct that the work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13.

Within 14 calendar days after the Notice to Proceed has been issued, the Contractor shall begin the work. Contract Time charges for Available Day and Calendar Day projects will begin on the date the Contractor starts to work, or 14 days after the Notice to Proceed, whichever comes first. For Completion Date Projects Contract Time charges shall begin on the day after the Notice to Proceed.

If the performance of all or any portion of the Work is suspended or delayed by the County, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the County, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the County will evaluate the Contractor's request. If the County agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the County will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The County will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract

7.3. MEASUREMENT AND PAYMENT

The Department shall retain 5% of the gross value of the completed work as indicated by the current estimate certified by the County for payment.

Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the County, the County will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the County for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

In the event the Contractor fails to execute the Final Supplemental Agreement as prepared by the County because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

7.4. Safety:

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

GENERAL CONSTRUCTION GUIDELINES

1.The contractor shall be required to coordinate his work schedule with the A/E and County during the course of the project.

2. Testing of materials will be the contractor's responsibility for all aspects of the work. The cost of such testing shall be included in the Contractors bid, and no additional compensation will be made. The County may provide lab testing as needed through sub consultant for quality assurance.

3. Effingham County does not commit to furnishing full-time inspection or testing of the work in progress or at material sources. Lack of inspection and/or testing by the County or A/E will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the Contract Documents.

4. The Contractor is required to submit shop drawings and material submittals to the A/E for review and approval prior to delivery and installation.

7.5. General Notes

- Striping will be replaced as existing or as indicated in the contract per engineer.
- Patching will match existing cross slope and provide smooth profile along mainline.
- Care shall be taken not to track tack on adjacent roadway, bridge approaches or adjacent striping. Tracking shall be corrected at no cost to the County.
- All drainage structures within the limits of the project will be maintained throughout the duration of the project. Any debris that goes in drainage structures as a result of the paving operation will be cleaned out at no additional cost to the County.
- Temporary striping is required in accordance with section 150.04 of the Georgia Specifications. Final striping shall not commence until 15 calendar days after completion of paving. Temporary & Final striping shall be included in the overall bid price for Traffic Control.
- Milled areas will be covered with final surface course within (3) days.
- Pavement Edge Treatment Asphalt per detail P-7 is required for the project.
- In preparation of the roadway prior to resurfacing, blade the existing shoulders no lower in elevation than the existing pavement or shoulder. Shoulder material displaced by the cleaning operation prior to resurfacing shall be removed and disposed of at an approved disposal site off County right of way. The cost of this work shall be included in the overall bid price.
- Quantities for existing turnouts, flares, etc. are included in the detailed estimate.
- Flares to be resurfaced will require no additional base material.
- Driveways/Flares shall be tied in accordance with detail within the existing right of way, to create a smooth transition.
- Place leveling course as either spot leveling or full width leveling or both at the direction of the Engineer.
- Perform all patching as directed by the engineer prior to leveling and resurfacing operations.
- When widening, the cost for removing, resetting or relocating existing signs shall be included in the overall bid price.
- 2 ft shoulder widening shall be performed as follows: milling type equipment shall be used to trench the existing shoulder; waste material shall be discharged directly into trucks and

removed from the shoulder and roadway and properly disposed of in accordance with local, state and federal regulations. Shoulder paving material shall be placed into open trench to level of adjoining pavement the same working day.

- No equipment or paving operations will be allowed within 25 feet of centerline of R/R grade crossing.
- The paving operation excluding patching, will be completed within **60 calendar days** upon start of the paving operation. Failure to complete paving operation within the specified time will result in liquidated damages to be assessed in accordance with subsection 108.08 of the standard specifications. The total time for contract from NTP is **180 calendar days**.
- Fill earth shoulders in accordance with details and notes in the plans. All work required to meet specifications shall be paid for as Grading per mile. This work shall be completed within thirty (30) days of the final surface paving of each road.
- Grass all areas of earth shoulder in accordance with section 706 of the specifications. All disturbed areas shall be grassed on the same day as grading completed.
- Ensure that all construction-related activities in places adjacent to environmentally sensitive areas be restricted to the existing right-of-way.
- The contractor shall provide a WTCS as required by Special Provision 150. All traffic control, signing, and markings shall adhere to the requirements of Special Provision 150 as well as MUTCD.
- No lane closures will be allowed between 7:00 a.m. to 9:00 a.m and 4:00 p.m. to 6:00 p.m. Monday through Friday. Lane closure restrictions are subject to change by engineer. All closures are subject to approved traffic control plans which shall be submitted to for approval 14 calendar days prior to scheduled work.
- McCall South resurfacing in front of Blandford School shall not be allowed when school is in session.
- Variable depth Milling is set up for smooth transitions at resurfacing tie-in for mainline paving(100 feet x Pavement width) or as Directed by Engineer.
- Variable depth Milling is established at raised islands and curb and gutter tie-ins for Blandford school.
- Existing Stop signs and Street name signs are to be replaced in kind. Existing signs are to be returned to Effingham County.
- Any materials removed from the roadway shall be disposed of according to State and local requirements.

8. Pricing Proposal

ARTICLE 5 (of Bid Form) – Contract Price

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to below:

For all Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

MCCALL RD - SOUTH

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
150-1000	TRAFFIC CONTROL	1	LS		
210-0200	GRADING PER MILE	2.3	LM		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME(6 inch)	653	TN		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	1,388	TN		
402-3103	RECYCLED ASPH CONC 12.5 MM SUPER PAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3,150	TN		
413-0750	TACK COAT	1,781	GL		
429-1000	RUMBLE STRIPS	3	EA		
432-5010	432-5010 MILL ASPH CONC PVMT, VARIABLE DEPTH	2,600	SY		
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	4	SF		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	50	SF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
636-2070	GALV STEEL POSTS, TP 7	75	LF		
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL 7	4	EA		
653-0120	THERMOPLASTIC PVMT MARKING ARROW, TP 2	12	EA		
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE	160	LF		
653-2501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, WHITE	4.7	LM		
653-2502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, YELLOW	2.4	LM		
653-3502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 INCH, YELLOW	1.17	GLM		
653-6004	THERMOPLASTIC SOLID TRAFFIC STRIPING, WHITE	515	SY		
653-6006	THERMOPLASTIC SOLID TRAFFIC STRIPING, YELLOW	215	SY		
654-1001	RAISED PAVEMENT MARKINGS TP 1	415	EA		
654-1002	RAISED PAVEMENT MARKINGS TP 2	60	EA		
654-1003	RAISED PAVEMENT MARKING TP 3	20	EA		
706-1002	TURF ESTABLISHMENT, TP B	3.68	AC		
TOTAL					

MCCALL ROAD - NORTH

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
150-1000	TRAFFIC CONTROL	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
210-0200	GRADING PER MILE	3.51	LM		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME(6 inch)	1,646	TN		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	2,695	TN		
402-3111a	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H LIME (2' Widening)	1,993	TN		
402-3111b	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H LIME (Overlay)	6,976	TN		
402-3103	RECYCLED ASPH CONC 12.5 MM SUPER PAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	5,805	TN		
413-0750	TACK COAT	3,459	GL		
432-5010	432-5010 MILL ASPH CONC PVMT, VARIABLE DEPTH	280	SY		
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	18	SF		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	100	SF		
636-2070	GALV STEEL POSTS, TP 7	170	LF		
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL 7	3	EA		
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE	200	LF		
653-2501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, WHITE	7	LM		
653-2502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, YELLOW	1	LM		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
653-3502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 INCH, YELLOW	3.58	GLM		
654-1001	RAISED PAVEMENT MARKINGS TP 1	472	EA		
654-1002	RAISED PAVEMENT MARKINGS TP 2	135	EA		
706-1002	TURF ESTABLISHMENT, TP B	5.62	AC		
TOTAL					

9. Vendor Questionnaire

9.1. BIDDER'S INFORMATION*

Please provide the following:

Company Name:

Company Address:

Principal's Name:

Principal's Title:

Principal's email and phone number:

FEIN:

*Response required

9.2. BIDDER'S CONFIRMATION*

The BIDDER is expected to examine the sites of the proposed work, the BIDDERS CHECKLIST, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SPECIFICATIONS and AGREEMENT forms before submitting a BID. The Effingham County Board of Commissioners reserves the right to reject any and all Bids and to waive any informality in the bidding. Additionally, Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. **No Bids shall be withdrawn within 60 days after the actual date of the opening thereof. Bids from noncertified Bidders will not be considered.**

☐ Please confirm

*Response required

9.3. DRUG FREE WORKPLACE CERTIFICATION*

Bidder certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

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

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as 25-ITB-083--McCall Road Maintenance Resurfacing 2025 pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

☐ Please confirm

*Response required

9.4. PROMISE OF NON-DISCRIMINATION STATEMENT*

In consideration of the privilege to Bid on the following Effingham County Procurement titled 25-ITB-083--McCall Road Maintenance Resurfacing 2025 Bidder hereby consent, covenant, and agree as follows:

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

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

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

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

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

☐ Please confirm

*Response required

9.5. DISCLOSURE OF RESPONSIBILITY STATEMENT*

Please download the below documents, complete, and upload.

- [DISCLOSURE OF RESPONSIBILIT...](#)

*Response required

9.6. NON-COLLUSIVE AFFIDAVIT *

Please download the below documents, complete, and upload.

- [NON-COLLUSIVE AFFIDAVIT.pdf](#)

*Response required

9.7. CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)*

Please download the below documents, complete, and upload.

- [Contractor Affidavit and Ag...](#)

*Response required

9.8. NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

- ☐ Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- ☐ Manufacturing - Unique item, production time for model or item has expired, etc.
- ☐ Bid Time - Insufficient time to properly respond to Bid or proposal.
- ☐ Delivery Time - Specified delivery time cannot be met.
- ☐ Payment - Delay in payment terms. Please be specific.
- ☐ Bonding - We are unable to meet bonding requirements.
- ☐ Insurance -We are unable to meet insurance requirements.
- ☐ Removal - From Bidders list for this particular commodity or service.
- ☐ Keep - Our Company on your Bidders list for future reference.
- ☐ Project is - Too Large
- ☐ Project is - Too Small
- ☐ Site Location Too Distant.
- ☐ Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

9.9. REASON FOR OBTAINING BID PACKAGE*

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Bid package. Check one below.

Interest in this project as a:

- ☐ Prime Contractor
- ☐ Sub-Contractor
- ☐ Supplier

*Response required

9.10. ARE YOU USING SUBCONTRACTORS?*

Please answer YES or NO: Do you propose to subcontract some of the work on this project?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

9.10.1. SUBCONTRACTOR LISTING*

Please download the below documents, complete, and upload.

- [List of Subcontractors.pdf](#)

*Response required

When equals "Yes"

9.10.2. SUBCONTRACTOR AFFIDAVIT (EVERIFY)*

Please download the below documents, complete, and upload.

- [Subcontractor E-Verify.pdf](#)

*Response required

9.11. W-9*

Please Upload your completed W-9 form

*Response required

9.12. BID GUARANTEE*

Please upload a copy of your Bid Guarantee. **You must also submit the original Bid Guarantee (Bid Bond, Certified Check or Cashier's Check) to the Purchasing Office BEFORE 2:00 pm on Friday, March 21, 2025 in order for your bid to be considered.** These must be in a sealed envelope and clearly marked with the Project Number and Name.

Please deliver to:

Effingham County Purchasing Agent,
804 South Laurel Street,
Springfield, Georgia, 31329.

*Response required

9.13. SURETY BOND REQUIREMENTS*

Bidder certifies that he/she has carefully read this list of instructions and all other data applicable hereto and made a part of this invitation to Bid; and, further certifies that the prices shown in his/her bid are in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same.

A. Bidder shall post a Bid Bond, Certified Check, or Money Order made payable to the Effingham County Finance Department in the amount of 5% of the Bid price.

B. Contractor(s) shall post a Payment/Performance Bond, Certified Check, or Money Order made payable to the Effingham County Board of Commissioners, in the amount of 100% of the Bid price if awarded the contract or purchase. Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due any sub-contractors.

C. Whenever a Bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Effingham County.

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

E. Forfeit in the amount of the Bid Bond as liquidated damages if he/she fails to enter into a contract with Effingham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this Bid Proposal for the Bid amount, and;

F. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:

1. The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;

2. The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.

☐ Please confirm

*Response required

9.14. GEORGIA PROFESSIONAL LICENSE *

Please upload your Georgia Professional License Certification(s)

*Response required

9.15. REQUIRED DOCUMENTS

Please upload any other required documents here.

9.16. GUARANTEE*

Unless otherwise specified by County, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be signed by the County as being least detrimental to the operation of County business.

☐ Please confirm

*Response required

9.17. BIDDER CERTIFICATION *

Bidder certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation to Bid; and, further certifies that the prices shown in his/her bid are in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same.

☐ Please confirm

*Response required

9.18. BID FORM*

ARTICLE 1 BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and other related data identified in the Bidding Documents. Bidder acknowledges that any and all Addenda is acknowledged through the County' eProcurement Portal.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for

the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5- (SEE PRICING TABLE)

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and fee proposal submitted by the Contractor.

ARTICLE 6- TIME OF COMPLETION

6.01 Bidder agrees to commence work within fourteen (14) days after the Notice to Proceed is issued and to complete all Work within 180 Calendar days from Notice To Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 -- Bidder confirms that all prior Vendor Questions have been completed.

☐ Yes

☐ No

*Response required

9.19. COMPANY INFORMATION *

Please Provide all that apply:

1. Legal Name of Company:

2. State of Incorporation:

3. Business Address, Email, Fax and Phone number

4. Name and Title of Principal

5. Date of Qualification to do business in Georgia

6. If a Joint Venture: Name of Joint Venture, and First Joint Venturer Name & Title, and Second Joint Venturer Name & Title

7. State Contractor License Number:

*Response required