

Invitation to Bid

For Marion County 2024 LMIG Resurfacing Project – Fouche Road.

June 12, 2024

Marion County Board of Commissioners

P.O. Box 481

100 Burkhalter Ave.

Buena Vista, GA 31803

Phone: 229.649.2603

Email: marionga@windstream.net



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1.0 Submission Details

1.1 Submission Deadlines

One (1) original of the complete signed submittal must be received by the submittal deadline. All submissions for responding to this request must be submitted in a sealed envelope stating on the outside, the vendor’s name, address, and the Invitation to Bid (ITB) title. All submissions must be delivered to our office, as stated below, no later than:

Tuesday July 13, 2024
No later than 2:00pm EDT

1.2 Submission Delivery Address

The delivery address to be used for all submissions is:

Connie H Harris
County Manager
Marion County Board of Commissioners
P.O. Box 481
Buena Vista, GA 31803
Phone: 229.649.2603
Email: charris@marioncountyga.org

1.3 Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Invitation to Bid:

Connie H Harris
County Manager
Phone: 229.649.2603
Email: charris@marioncountyga.org

All questions that arise must be submitted prior to one business day(s) before the submittal due date and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other County Employee to discuss the bid process or proposal opportunities, contact of this nature will result in immediate disqualification of the vendor.

1.4 Electronic Submissions

No electronic submissions are required with this ITB.

1.5 Additional Information/Addenda

Marion County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Addenda will be

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published at www.marioncountyga.org/purchasing-bids/. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP & ITB Communications can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Bidders who fail to acknowledge the receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner's requirements

1.6 Late Submittal, Late Modifications, and Late Withdrawals

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Marion County assumes no responsibility for the premature opening of a bid not properly addressed and identified, and/or delivered to the proper designation.

1.7 Rejection of Bid

Marion County may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. Submittals received after said time or at any place other than as stated in the notice will not be considered.

1.8 Minimum Bid Acceptance Period

Valid submittals shall not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

1.9 Non-Collusion Affidavit

By submitting a response to this ITB, the vendor represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a bid, the vendor represents and warrants that no official or employee of Marion County has, in any manner, an interest, directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise there from.

1.10 Illegal Immigration Form

Every contractor and sub-contractor submitting a bid must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-91. The form is provided with this ITB package along with one for any sub-contractors.

1.11 Bond Requirements

A performance bond in the amount equal to one hundred (100) percent of the total bid and a payment bond in the amount equal to one hundred (100) percent of the total bid along with a proposal guaranty in the amount of five (5) percent of the total bid will be required for this project. Any bid that does not include these will be rejected.

1.12 Cost Incurred by Bidders

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

1.13 Bid Opening

Bid submittal prices will be opened publicly and reviewed based on price. A list of companies responding to the bid may be obtained from the Administration Office, after the bid due date and time stated herein.

1.14 Taxes

The selected vendor will be provided with the Marion County Sales and Use Tax Certificate of Exemption number upon request for material purchases.

1.15 Proposer Information

All bidders must register as a vendor with Marion County prior to the bid submittal. Registration information can be found at www.marioncountyga.org/purchasing-bids/. All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide Marion County with copies of that state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a bid.

1.16 Anti-Discrimination

By submitting a response to this ITB, all perspective contractors certify to Marion County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2. apply:

1.16.1

During the performance of this contract, the contractor agrees as follows:

1.16.1.1

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.16.1.2

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.16.1.3

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Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.16.2

The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.17 Acceptance

Submission of any bid indicates acceptance of the conditions contained in the ITB unless clearly and specifically noted otherwise in the bid.

1.18 Price

Prices quoted shall be lump sum and include all costs and charges to include, but not limited to material, labor, transporting the equipment, operating equipment, safety compliance, and/or services described herein to accomplish the Scope of Work as described in Section 2.2. Marion County is exempt from state sales tax. All fees shall be included in the bid price. Bidders must provide a quote based on the bid unit as listed.

1.19 Samples

If samples are requested by Marion County, they shall be at no charge to the County and will become property of the County, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder's expense.

1.20 Trade Name

Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as "brand/model only", brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

2.0 Purpose and Scope of Work

2.1 Purpose

The intent of this Invitation to Bid (ITB) is to solicit bids for furnishing all labor, equipment, and materials necessary for asphalt overlay on one (1) County Road within Marion County, Georgia.

2.2 Scope of Work

2.2.1

Fouche Road - Beginning at Doyle Road and ending at the bridge, a distance of 2.8 miles.

2.2.1.1

Prepare Existing Surface within the guidance and according to Section 400.3.03(A) of the GDOT Hot Mix Asphaltic Concrete Construction Special Provision making use of all sub-items and tables. Replace all mentions of the Engineer with Roads Administrator.

2.2.1.2

Resurface with 220lbs/SqYd of ASPH CONC 12.5 mm Superpave, Type I, Blend I including Bituminous Material & H-Lime. Restripe center and edge lines including stop bars. Average width 20ft. See section 400.3.05 in the GDOT Hot Mix Asphaltic Concrete Construction Special Provision for standards. Final road thickness must be between 2-4 inches.

2.2.2

A materials transfer vehicle is required for use on this entire contract.

2.2.3

Contractor will be responsible for any spread rate overages on asphalt mix. Excess quantity will not be paid for.

2.2.4

Contractor shall furnish, install, maintain, and remove necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall provide flagging and other means for guidance and protection of traffic through the work zone. This work shall include both maintaining existing devices and installing additional necessary devices to protect traffic from existing as well as created hazards. When any provisions of this Specification or the Plans do not meet the minimum requirements of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, the MUTCD will supersede.

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All traffic control devices used during the construction of a project shall meet the Standards outlined in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. Reference is made to Sub-Sections 104.05, 107.07, and 107.09.

Retro-reflectivity of all traffic control devices shall meet the requirements of Section 913, Type 1, Level B, unless otherwise specified.

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with Project requirements.

Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained throughout the construction period. All unacceptable traffic control devices shall be replaced within 24 hours.

Temporary (portable) warning signs will be allowed overnight during construction but must meet the newest retro-reflectivity requirements as outlined in the MUTCD.

2.2.5

All work on this project shall be in accordance with Plans, Special Provisions, and the current edition of the Georgia Department of Transportation Georgia Standard Specifications, applicable Supplemental Specifications, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Also see GDOT Section 400—Hot Mix Asphaltic Concrete Construction Special Provision.

2.3 Quantities

This is a lump sum bid; however, the county expects the following quantities and will inspect for them during construction:

Fouche Road

1" Leveling Course	1861 Tons
1.25" Surface, 9.5 MM	2335 Tons
Traffic Control	Lump Sum
Striping	Lump Sum
Shoulder Rehabilitation	Lump Sum

3.0 Qualifications

3.1 Legal & Insurance

Bidder must be a legal business entity with all required state and local certificates to conduct business within Marion County, Georgia. Bidder must be able to provide current General Liability Insurance. Bidder must be able to provide Workers' Compensation Insurance. See Exhibit A for Insurance Requirements.

3.2 Proposal Guaranty

Bidders must provide a Proposal Guaranty that equals five (5) percent of the total bid. All Proposal Guaranties except that of the successful bidder will be returned immediately following the Award of the Contract. The Guaranty of the successful bidder to whom the award is made will be retained until the Contract Performance and Payment Bonds have been signed and approved.

3.3 Performance & Payment Bonds

At the time of the execution of the Contract, and as a part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in a sum equal to one-hundred (100) percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent licensed to do business in the State of Georgia, it shall be countersigned by a Georgia resident agent in accordance with the laws of Georgia.

4.0 Procedures

4.1 Project Administration

The bid will be administered by Marion County through the County Manager. The County manager being the main point of contact for all questions during the preliminary procedures. After a contract or bid is awarded, the Marion County Administrator and the Roads Administrator will be the project administrators.

4.2 Questions

All questions shall be submitted in writing (e-mail is preferred) and relevant questions shall be posted on our website (see 1.5).

4.3 Open Records

All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Marion County. All such materials shall remain the property of Marion County and will not be returned to the respondent.

4.4 Indemnification

All respondents to this ITB shall hold harmless Marion County, and any of their officers and employees from all suits and claims alleged to be a result of this ITB. The issuance of this ITB constitutes only an invitation to present a bid. Marion County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this ITB. Marion County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this ITB is withdrawn or the project canceled for any reason, Marion County shall have no liability to any respondent for any costs or expenses incurred in connection with this ITB or otherwise.

4.5 Mandatory Forms

Failure to submit all the mandatory forms from this ITB package shall be just cause for the rejection of the qualification package. However, Marion County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

4.6 Failure to Deliver Goods/Service

In case of failure to deliver goods/service in accordance with the contract terms and conditions, Marion County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Marion County may have.

4.7 Contract

Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations. The latest edition of the Georgia Department of Transportation Specifications, applicable supplemental specifications, and the GDOT special provision covering Section 400 – Hot Mix Asphaltic Concrete Construction (Revised Oct. 24, 2011) Off-System and Section 413 – Bituminous Tack Coat (Revised Feb. 16, 2011) will be made a part of any contract by reference. The Contractor shall be governed accordingly.

4.8 Funding

It is understood and agreed by the bidder that Marion County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this ITB.

4.9 Pre-Construction Conference

A Pre-Construction Conference shall be held on this project before any work is started by the contractor. The Pre-Construction Conference shall include the Marion County Administrator, the Marion County Road Superintendent, and the Contractor.

4.10 Notice to Proceed

The work shall begin within two (2) weeks after notification to begin work by the County and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. If there are unreasonable delays or unauthorized suspensions of the work, the County reserves the right to charge the Contractor, not as a penalty, but as liquidated damages, as prescribed in an executed contract.

4.11 Completion Date

The Completion Date of this project shall be **September 30, 2024**.

4.12 Final Payment

Final Payment will be made upon completion of the entire project and after a final inspection by the County's on-call engineering firm. Final payment will not be made until the inspection report is provided to Marion County and any concerns arising from the inspection are abated.

5.0 Selection

5.1 Opening of Bids

All qualified bids will be opened by the County Manager, publicly, at the time and date that bids are due.

5.2 Selection Criteria

The low bidder will be the only consideration for negotiation and recommendation to the Marion County Board of Commissioners for the bid award.

5.3 Bid Acceptance

Marion County reserves the right to accept the bid that is determined to be in the best interest of the County. The County reserves the right to reject any and or all bids.

5.4 Board of Commissioners

The accepted low bid will be brought before the Marion County Board of Commissioners during a regular open meeting by the County Manager for Commission approval. The Board of Commissioners gives the final approval for the acceptance of a bid and reserves the right to reject the selected bid for any reason.

5.5 Contract Negotiation and Signing

Upon Board of Commissioner approval, the County will complete contract negotiations with the selected vendor. The contract must be signed by an authorized agent of the selected vendor and by the Chairperson of the Marion County Board of Commissioners or their designee.

Exhibit A

LIABILITY INSURANCE REQUIREMENTS

The limits of liability for the insurance required by the General Conditions shall not be less than the following amounts:

- A. Workers Compensation
- 1) State Statutory
 - 2) Applicable Federal
(e. g. Longshoreman’s): Statutory
 - 3) Employer’s Liability \$1 Million
- B. Comprehensive General Liability (including Contractual Liability, Premises – Operations; Independent contractor’s Protective; Products Liability – Completed Operations; Broad Form Property Damage:
- 1) General Aggregate (Except Products – Completed Operations) \$2 Million
 - 2) Products – Completed Operations Aggregate \$1 Million
 - 3) Personal and Advertising Injury (per Person/Organization) \$1 Million
 - 4) Each Occurrence (Bodily Injury) \$50,000.00
 - 5) Each Occurrence (Property Damage) \$50,000.00
 - 6) Excess or Umbrella Liability \$3 Million
 - a. General Aggregate \$3 Million
 - b. Each Occurrence \$3 Million

NOTICE TO BIDDER: *Certificates of Insurance shall be submitted with the Contractor’s Bid.*

Mandatory Forms





NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of Marion County or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of Marion County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

[NOTARY SEAL]

Notary Public



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
PRIMARY CONTRACTOR**

Name of Contracting Entity: _____

Proposal Title: _____

Proposal Date: _____

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

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

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

EEV / E-Verify User Identification Number Date of Authorization

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

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Notary Public [NOTARY SEAL]



PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ *[Contractor's name]*, as Principal,
hereinafter called the Principal, and (Surety) _____ a corporation duly organized under the
laws of the State of _____ as Surety, hereinafter called the Surety, and held and firmly bound unto

Marion County, Georgia
100 Burkhalter Ave
PO Box 481
Buena Vista, GA 31803

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (\$ _____), or
_____ percent (_____ %) of the amount bid, for the payment of which sum well and truly to be made,
the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **2024 LMIG Resurfacing Project, Fouche Road**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____, 20____.

Signature for Principal

Printed Name for Principal

Signature of Witness for Principal

Printed Name of Witness for Principal

Signature for Surety

Printed Name for Surety

Signature of Witness for Surety

Printed Name of Witness for Surety



EXECUTION OF BID

DATE: _____

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ___ That this bid was signed by an authorized representative of the company.
- ___ That the potential Contractor/Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential vendor agrees to the conditions as set forth in this INVITATION TO BID with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract. I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications. I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

---Sign on next page---

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Bidders must acknowledge any issued addenda. Bidders who fail to acknowledge the receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner's requirements.