Baldwin County Board of Commissioners
121 N Wilkinson St, Ste 314, Milledgeville, GA 31061
Phone: 478-445-4791 Fax: 478-445-1135
sarp@baldwincountyga.com

Sherri Arp

Sherri Arp, Purchasing Manager

INVITATION TO BID

Sealed Envelope shall be marked with the following information:
2015 PAVEMENT PRESERVATION PROJECTS - CRACK SEALING
BID #15-4210-02 OPENING: 11:00 A.M., APRIL 20, 2015

SCHEDULE OF EVENTS FOR BID # 15-4210-02	
Mandatory Pre-Bid Conference and site visit has been scheduled at **10:00 A.M.** on **APRIL 9, 2015** at Baldwin County Board of Commissioners Office, 121 N. Wilkinson St., Ste 319, Milledgeville, GA 31061.	**10:00 A.M APRIL 9, 2015**
Deadline for requests for clarifications and questions. These requests must be emailed to: bwood@baldwincountyga.com	**3:00 P.M. APRIL 16, 2015**
Clarifications, modifications and/or answers will be posted on the Baldwin County's website: www.baldwincountyga.com	**3:00 PM APRIL 17, 2015**
Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Baldwin County Board of Commissioners, 121 N Wilkinson St, Ste 314, Milledgeville, GA 31061.	**11:00 A.M. APRIL 20, 2015**

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD		
COMPANY NAME:		**DATE:**
MAILING ADDRESS:		**PHONE:**
CITY:		**FAX:**
STATE:	**ZIP:**	**SSN OR FEDERAL TAX ID:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**	
PRINTED NAME:	**AUTHORIZED SIGNATURE:**	

BID #15-4210-02 OPENING: 11:00 A.M., APRIL 20, 2015

2015 PAVEMENT PRESERVATION PROJECTS - CRACK SEALING

BID SUBMITTAL CHECKLIST

Important Instructions:

I. One unbound original and one bound copies of the bid are required to be submitted marked with the bid number, opening time and date on the outside of a sealed envelope and must be typewritten or printed in ink.

II. All documents below must be included when you submit your bid package **in the order as listed below**. Failure to submit any of items marked below with an asterisk (*) shall cause rejection of the Bid and shall not be considered a minor irregularity.

DOCUMENTATION DESCRIPTION

* Solicitation Form (page 1 of this document)
* Addenda (if applicable)
* Any Requested Documents in Bid Specifications
* W-9 Form

PUBLIC WORKS RESURFACING PROJECTS
BID #15-4210-02 OPENING: 11:00 A.M., APRIL 20, 2015

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SECTION I – GENERAL OVERVIEW

A. PURPOSE

ADVERTISEMENT BID NOTICE

FOR

BALDWIN COUNTY 2015 PAVEMENT PRESERVATION PROJECTS CRACK SEALING

Sealed bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for the improvement and rehabilitation of various road surfaces in Baldwin County will be received at the Baldwin County Courthouse, 121 N. Wilkinson St. Suite 314, Georgia, until 11:00 a.m., local time, on APRIL 20, 2015, and then at said office publicly opened and read aloud. No bid may be withdrawn after the closing time for the receipt of bids for a period of ninety (90) calendar days.

The work to be done consists of furnishing all materials and equipment and performing all labor necessary to crack seal approximately 20 miles of roads and all incidental work required.

Plans, specifications and contract documents will be on file at the purchasing office, 121 N. Wilkinson St in the Baldwin County Courthouse, Milledgeville, Georgia and available for download on Baldwin County website: www.baldwincountyga.com

A mandatory pre-bid conference will be held on Thursday, APRIL 9, 2015 at 10:00 A.M at the Baldwin County Courthouse, 121 N. Wilkinson St., Suite 314.

The successful bidder shall commence work with an adequate force and equipment on a date specified by Baldwin County and complete the work within the time specified under respective contract documents.

Owner's Right: 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 one or both contracts, respective governmental entity 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. Baldwin County reserves the right to reject any or all bids, to waive informalities.

Baldwin County
Sherri M. Arp
Purchasing Manager

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission

a. These instructions will bind Bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.

b. The Submittal Checklist must be reviewed and the Bidder is to comply with the order of the submittal of documents.

c. One (1) **bound complete copy and one (1) clearly marked "Original" of the bid documents must be submitted typewritten or printed in ink. All bids must be filled out legibly with all changes or corrections must be initialed by the person signing the bid. The bid must be manually signed.**

d. The person, firm or corporation submitting the bid must submit it in a sealed envelope/parcel on or before the date and time stated in this document. The name of the Bidder must be shown in the upper left corner of the bid envelope and the words "BID Response" in the lower left corner.

The envelope shall be mailed or delivered to:

BALDWIN COUNTY BOARD OF COMMISSIONERS
121 N WILKINSON ST., STE 314
MILLEDGEVILLE, GA 31061
BID # 15-4210-02
2015 PAVEMENT PRESERVATION PROJECTS CRACK SEALING
Opening: 11:00 AM, APRIL 20, 2015

e. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Baldwin County Board of Commissioners Office. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

f. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.

g. If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.

h. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.

i. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this bid documents and provide a completed W9 form to be submitted with the bid.

j. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on

the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.

k. Bids shall be made on the enclosed form if a form is provided.

l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

a. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

b. Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.

c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder's request and expense if items are not destroyed by testing.

e. Full identification of each item bid upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Baldwin County.

3. Clarification and Communication to County Concerning Bid

a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. Although Baldwin County will take reasonable steps to ensure that known perspective Bidders have all applicable addenda, **it is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid/bid submission. Therefore, we encourage all Bidders to frequently review the County's web site: www.baldwincountyga.com . All addenda forms must be signed and submitted with the bid.** Failure to respond to any addenda or requests for clarification, even after the bid opening, may result in a non-responsive bid.

b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.

c. Bidders seeking an award of a Baldwin County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director.

If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing Department: sarp@baldwincountyga.com

4. Pre-Bid Conference

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

5. Rejection and Withdrawal of Bids

a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.

b. The County will make a recommendation of the bid/bid to the Board of Commissioners within 60 days from date of the opening.

c. The County may reject all or part of the bid/bid within 60 days of bid opening.

6. Bid and Contract Documents

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

Corporation: If the Bidder is a corporation, the Corporate Certificate (Attachment C) must be completed. This certificate must be executed under the corporate seal by a duly authorized officer of the corporation. If the Bidder is a corporation, the bid must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.

Partnership: If the Bidder is a partnership, all partners must sign the bid with a letter of a partnership certification statement (Attachment C) on company letterhead that they are all the partners. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.

c. Contract Term – The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

7. Exceptions and Omissions

If exceptions are taken to any portion of these specifications, such exception must accompany the bid and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the bid.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the Bidder may make notes to those areas, but may not materially alter any document language.

9. Cost Incurred by Vendors

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

10. Codes, Permits, Fees, Licenses and Law

a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

11. Safety

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

12. Design, Standards and Practices

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

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and/or the Contractor's warranty in regards to **LABOR WILL BE <u>5 YEARS</u>** workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

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

15. Nondiscrimination

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

a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

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

16. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

d. Contractor may be suspended, terminated, or debarred if it is determined that:
(1) The Contractor has made false certification hereinabove; or
(2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. Georgia Security and Immigration Compliance Act

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

18. Systematic Alien Verification for Entitlements (SAVE) Program

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

19. Delivery and F.O.B. Destination

a. All prices shall include shipping and delivery cost to our destination; F.O.B., Baldwin County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.

b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

20. Discounts

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

21. County's Tax Exemption

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

22. Award of Contract

a. Baldwin County desires to complete the award process in a timely manner. Baldwin County reserves the right to reject or accept any or all bid/bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Baldwin County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible or highest scored Bidder(s), if awarded. The bid specifications and results will be available on the County's web site: www.baldwincountyga.com

b. Baldwin County reserves the right to reject any bid if the evidence submitted by or investigation of, the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.

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

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.

- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

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

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

23. Local Vendor Privilege ***NOT ON PUBLIC WORKS PROJECTS***

24. County Direction of Project Site and Monitoring of Work

a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Baldwin County. The Contractor shall provide and make available an appointee to Baldwin County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Baldwin County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.

b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.

c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.

d. No one except authorized employees of the Contractor is allowed on the premises of Baldwin County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

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

25. Indemnification

a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Baldwin County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Baldwin County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

26. Controlling Law, Venue

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

27. Contractor as Independent Contractor

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

28. Assignment

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

29. Performance of Contract

a. Baldwin County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,

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

30. Default and Termination

a. **Termination by Contractor**

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

b. **Termination by County**

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

(1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.

(2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(3) Contractors' failure to conduct services according to the approved bid specifications.

(4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.

(5) Contractor's performance of the contract is unreasonably delayed.

(6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. **Force Majeure**

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

d. **Waiver**

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

31. Invoices

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

Baldwin County Board of Commissioners
121 N Wilkinson St., Ste 314
Milledgeville, GA 31061

The following information must appear on all invoices submitted:

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

32. Payment

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

BALDWIN COUNTY RESERVES THE RIGHT TO RETAIN TEN PERCENT (10 %) OF THE PROJECT COST UNTIL FINAL INSPECTION AND ACCEPTANCE OF THE WORK IS PERFORMED BY COUNTY.

SECTION II – SPECIFICATIONS

EXHIBIT A

BALDWIN COUNTY ROAD PRESERVATION PROJECT CRACK SEAL BID TABULATION SHEETS (1 PAGE) – COMPLETE AND SUBMIT

EXHIBIT B

SPECIAL PROVISIONS FOR COUNTY ROAD MAINTENANCE CONTRACTS TRAFFIC CONTROL (1 PAGE)

EXHIBIT C

GA DEPARTMENT OF TRANSPORTATION SECTION 407 ASPHALT-JOINT AND CRACK SEALING (1 PAGE)

BID TABULATION SHEETS FOR VARIOUS ROAD PRESERVATION PROJECTS IN BALDWIN COUNTY GEORGIA

LOG CABIN ROAD NE (FROM HWY 441 TO Nth JEFFERSON (4-WAY STOP): Length 3.0 mi, Width 24 ft				
TREATMENT:	ITEM #:	UNITS:	NOTES:	UNIT PRICE:
Crack Seal	407-0010	LBS	Asphalt-Rubber Joint and Crack Seal. See specifications.	
Additional Comments:				

MERIWETHER ROAD NW (FROM HWY 441 TO HWY 212): Length 4.9 mi, Width 24 ft				
TREATMENT:	ITEM #:	UNITS:	NOTES:	UNIT PRICE:
Crack Seal	407-0010	LBS	Asphalt-Rubber Joint and Crack Seal. See specifications.	
Additional Comments:				

LAKE LAUREL ROAD NE (FROM HWY 24/22 TO NEW PAVEMENT): Length 3.0 mi, Width 22 ft				
TREATMENT:	ITEM #:	UNITS:	NOTES:	UNIT PRICE:
Crack Seal	407-0010	LBS	Asphalt-Rubber Joint and Crack Seal. See specifications.	
Additional Comments:				

PETTIGREW ROAD NW (FROM HWY 49 TO 212): Length 3.3 mi, Width 20 ft				
TREATMENT:	ITEM #:	UNITS:	NOTES:	UNIT PRICE:
Crack Seal	407-0010	LBS	Asphalt-Rubber Joint and Crack Seal. See specifications.	
Additional Comments:				

PANCRAS ROAD SW (FROM GORDON HWY TO CC CAMP ROAD): Length 5.2 mi, Width 20 ft				
TREATMENT:	ITEM #:	UNITS:	NOTES:	UNIT PRICE:
Crack Seal	407-0010	LBS	Asphalt-Rubber Joint and Crack Seal. See specifications.	
Additional Comments:				

SECTION II
EXHIBIT B

SPECIAL PROVISIONS FOR BALDWIN COUNTY ROAD MAINTENANCE CONTRACTS

BID DATE _____

TRAFFIC CONTROL

The contractor is responsible for controlling traffic during the entire project. Traffic control is not to be paid separately, but to be included in the Unit Price.

At a minimum, a traffic regulator (flagger) will be required at each end of the work zone to control approaching traffic. In addition, a flagger will be required at all side roads within the work zone which intersect the roadway to be resurfaced. All flaggers within the work zone shall be wearing high visibility safety clothing.

All flaggers within the work zone shall be equipped with a two-way radio and have the ability to communicate with all other flaggers within the zone with this two-way radio.

Signing for construction shall also be included in the Unit Price bid. At a minimum signing for each location/work zone shall meet the requirements of the FHWA Manual on Uniform Traffic Control Devices, Part 6.

 Intials:_____

SECTION GDOT 407 - ASPHALT RUBBER JOINT AND CRACK SEAL

The work of **Asphalt Rubber Joint and Crack Seal** shall be done in compliance with the "Standard Specification for Road and Bridge Construction" 2001 edition, Section 424, published by the Georgia Department of Transportation. Additionally, any cracks to be filled shall first be cleaned with compressed air and when cold temperature and damp conditions are present a hot compressed air lance. When debris, asphalt fines, dirt or grass is lodged in the crack, a power driven wire brush with compressed air may be required. The material shall be placed into and over a cleaned crack and shaped with a 2 inch cup or 3-4 inch squeegee leaving a 2 inch to 4 inch band configuration.

Typically all cracks 1/16 inch and wider shall be sealed. Exceptions to this shall be cracks within severe alligatored and block crack areas where the square foot area within the block crack is 1 to 1.5 sq. ft., depending on the severity of the cracked area. The project manager or his representative may, on a street by street basis, vary this minimum crack width as street type, usage and other planned maintenance activities on a roadway may dictate.

Measurement and Payment:

Measurement and payment for **Asphalt Rubber Joint and Crack Seal, TP M** will be measured for payment on the basis of **pounds** as installed per specifications. Quantities shall be maintained by the contractor and reported to the Project Manager on a road by road and daily basis.

Payment shall be full compensation for furnishing all materials and performing the work of satisfactorily sealing joints and cracks in accordance with specification.

Item No. 407 Asphalt Rubber Joint and Crack Seal, TP M.....LB

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT A

CONTRACTOR'S LICENSE CERTIFICATIONS

CONTRACTORS'S NAME: _____

CONTRACTOR'S LICENSE NUMBER: _____

UTILITY CONTRATOR'S LICENSE NUMBER: _____

EXPIRATION DATE OF LICENSE: _____

I certify that the above information is true and correct and that the classification noted is applicable.

Signed _____

Printed _____

Date: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT B

INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor's Insurance Provisions: During the life of the contract and for such additional time as may be required, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage at not less than the prescribed minimum limits of liability, covering the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Certificate of Insurance: Before starting work, the contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will be cancelled, nonrenewed, or materially changes by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

BALDWIN COUNTY BD OF COMMISSIONERS
121 N WILKINSON ST., STE 314
MILLEDGEVILLE, GA 31061

Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

The acceptance of delivery by the owner of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If the contractor fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at the contractor's expense. Alternately, the contractor's failure to maintain the required insurance may result in termination of this contract at owner's option.

Insurance Primary: All coverage required of the contractor will be primary over any insurance or self-insurance program carried by the owner.

No Reduction or Limit of Obligation: By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the contractor. Insurance affected or procured by the contractor will not be reduce or limit the contractor's contractual obligation to indemnify and defend the owner for claims or suits which result from or are connected with the performance of this contract.

Duration of Coverage: All required coverage will be maintained without interruption during the entire term of this contract and following final acceptance of the property by the owner.

Subcontractors's Insurance: The contractor will cause each sub-contractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Insurance Limits and Coverage: To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Service Office (ISO) policies, forms, and endorsements.

If the contractor has any self-insured retentions, or deductible under any of the following minimum required coverages, the contractor must indentify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible will be the contractor's sole responsibility.

Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits and coverages:

Minimum Limits:
$1,000,000 each occurrence
$2,000,000 general aggregate with dedicated limits per project site
$2,000,000 products and completed operations aggregate

Worker's Compensation: The contractor will maintain workers' compensation and employer's liability insurance.

Minimum limits:
Workers' compensation – statutory limit
Employer's liability:
- $1,000,000 bodily injury for each accident
- $1,000,000 bodily injury by disease for each employee
- $1,000,000 bodily injury disease aggregate

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT C

CORPORATE CERTIFICATE
Corporations

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

This _____ day of _____, 20 _____.

_____
(Printed Name)

_____
(Signature)

(Corporate Seal must be affixed above)

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named a Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 _____.

_____
(Printed Name)

_____
(Signature)

(NOTE: It is necessary to attach to the bid submittal, a letter on company letterhead and dated on or after the date of this certificate stating that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact).

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT D

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BALDWIN

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

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

Bidder Information:

_____	_____
(Company)	(Signature)
_____	_____
(Address)	(Printed Name)
_____	_____
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____ 2012

_____

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT E

NON-CONFLICT OF INTEREST

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

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

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT F

BIDDER'S QUALIFICATION SHEET
Page 1 of 2

COMPANY NAME:_____

NAME_____TITLE_____

ADDRESS_____CITY_____ST_____ZIP_____

PHONE _____FAX_____E-MAIL_____

1. Number of years experience Bidder has providing products/services as per specifications. _____
2. Name and address of government agencies/companies in the past five (5) years that you have provided products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Bidder must complete all information below.
3. Number of employees specifically hired by Bidder to provide product(s) and/or services as specified in this document. Supervisory_____ Laborers_____ Other _____
4. Please list four (4) references of current customers who can verify the quality of service your firm provides. Each bidder is required that 2 of the (4) references must be on prior **Crack Sealing Projects**. The County prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

Government/Company Name _____

Address _____

Contact Person and Title_____

Phone _____ Fax _____

Contract Period _____ Scope of Work_____

REFERENCE TWO

Government/Company Name _____

Address _____

Contact Person and Title_____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

BIDDER'S QUALIFICATION SHEET
Page 2 of 2

REFERENCE THREE

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

REFERENCE FOUR

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

Information of Person who prepared this form:

_____ _____
Printed Name Title

_____ _____
Signature Date

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT G

EXCEPTIONS TO SPECIFICATIONS SHEET

If there are any exception(s) or clarification(s) taken to the Specifications set forth in this Bid use this sheet and list the specification's description and page number to which you are taking an exception. ANY exception(s) to the Bid Specifications shall be explained in full. Baldwin County will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the Specifications. Attach additional pages if more space is needed.

Item Description and Page Number	Description of Exception

Company Name: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT H

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT

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

_____
Federal Work Authorization/ E-Verify User Identification Number

_____
Date of Authorization

_____
Name of Contractor

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

Executed on _____, ___, 2015 in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT I

SAVE AFFIDAVIT

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

STATE OF GEORGIA
BALDWIN COUNTY

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

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

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

1) _____ I am a United States citizen

OR

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

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

This ____ day of _____, 20____.

Signature of Applicant: _____

Printed Name: _____

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

_____
Notary Public
My Commission Expires:

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

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT J

PROPOSAL

Baldwin County Georgia
2015 PAVEMENT PRESERVATION PROJECTS CRACK SEALING

Place: Baldwin County Courthouse, Milledgeville, Georgia

Date: April 20, 2015

Time: 11:00 am

Proposal of _____ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____.

To: Baldwin County Board of Commissioners
Baldwin County Courthouse, Suite 314
Milledgeville, Georgia (hereinafter called "Owners)

Ladies and/or Gentlemen,

The bidder, in compliance with your invitation for Bids and having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, with in the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

The bidder agrees to commence work on or before _____, 2015 and to fully complete the work by _____, 2015 as stipulated in the specifications.

The bidder further agrees to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day beyond the completion date.

Bidder assumes the responsibility to download all addenda published on the Baldwin County website prior to submittal of his Bid, and accepts that failure to acknowledge receipt of each and every addendum individually as grounds for finding the Bid non-responsive. Bidder hereby acknowledges receipt of the following addenda:

_____
_____
_____

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The bidder understands that the Owners reserve the right to reject any or all bids and to waive any informalities in the bidding.

The bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided in the specifications.

The bidder understands that the Owner reserves the right to reduce this project by as much as 25% through the reduction of line item quantities. This option may be exercised to bring the project cost within the Owner's budget.

The bidder hereby agrees to commence work under this contract with adequate forces and equipment on the date specified and to fully complete the work by the date specified.

The bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within fifteen (15) days after notification of award of the contract, the Bid Bond or Certified Check accompanying his bond and the monies payable thereon, shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the Bidder according to the general provisions.

Attached hereto is a bid bond or certified check _____ for the sum of _____ Dollars ($_____) according to the conditions of the general provisions.

_____ Seal (if bid is by Corp)
Bidder

_____
By

_____
Title

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT K

CONTRACT

BID NUMBER	COMMODITY	BID CLOSING DATE/TIME
FY15-4210-02	2015 PAVEMENT PRESERVATION PROJECT CRACK SEALING	April 20, 2015 11:00 A.M.

ISSUE DATE	DEPARTMENT	CONTRACT ADMINISTRATOR
	PUBLIC WORKS	Department Designee

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Baldwin County Board of Commissioners, Baldwin County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Baldwin County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM:

_____

_____

_____

_____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Federal Identification No.: _____

State of Georgia Reg. No. _____
(If applicable)

CHECK ONE: INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____

State in which incorporated _____

_____ _____
(Vendor) Legally Authorized Signature Date

(Impress Corporate Seal Here)

_____
Print Name and Title

ACCEPTANCE AGREEMENT – Baldwin County, Georgia (This is not an order)

CONTRACT NUMBER: _____ DATE: _____

Accepted as to Items (s) Indicated: _____

_____

_____ _____
Chairman, Board of Commissioners Date