

WILKINSON COUNTY, GEORGIA



REQUEST FOR PROPOSALS

For

REPAIR OF ROADS IN THE CITY OF MCINTYRE

Submit proposals to:

Wilkinson County Board of Commissioners

Attn: Tracy D. Strange

100 Bacon Street

P.O. Box 161

Irwinton, GA 31042

March 4, 2024

INVITATION TO BID

Wilkinson County Board of Commissioners will receive bids for the Resurfacing of Roads until 2:00 PM EST on the 18th of March 2024 at The Wilkinson County Courthouse, Board of Commissioners' office at which time and place all bids will be opened and read aloud.

ADDRESSED TO: Wilkinson County Board of Commissioners Attn: Tracy D. Strange, Resurfacing RFP – City of McIntyre MAILING ADDRESS: 100 Bacon Street, Irwinton, GA 31042 OFFICE PHONE: 478-946-2236

E-MAIL: tstrange@wilkinsoncounty.net

DEADLINE ENFORCED Proposals received after the time and date set for receipt of bids **WILL NOT** be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, email or facsimile bids will not be accepted.

There will be no required pre-bid meetings for this project. Bidders are required to submit questions via email to tstrange@wilkinsoncounty.net. Questions will be answered as they are submitted. Answers will be emailed to all that are in receipt of this RFP.

Wilkinson County reserves the right to reject any or all bids or waive any informalities in the bidding. Contractors submitting bids shall be properly licensed at the date of the bids and in the State of Georgia to bid and perform the work on which the bid is submitted.

Each bid must be accompanied by a Bid Bond or Bank Cashier's Check payable to the Owner for five (5) percent of the total amount of the Bid. Please seal your bid bond or Cashier's Check in a separate envelope titled BID BOND.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the Open Records Act, except as to information that may be treated as confidential. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so noted and identified shall be subject to disclosure.

BIDDERS ARE CAUTIONED that any statement made by County staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document. This Invitation for Proposals is being issued by Wilkinson County Board of Commissioners. Direct all questions or request for clarification of this RFP in writing to: Tracy D. Strange, County Manager, utilizing the aforementioned e-mail address shown on this invitation.

Bidders are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

INFORMATION TO BIDDERS

1) GENERAL: 1. Approximately 1.4 miles of resurfacing, Resurfacing of 1.5" depth of approximately 1.4 lane miles of existing city of McIntyre roadways with varying lane widths.

2) USE OF SEPARATE BID FORMS: These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders. They may be detached or photocopied from the Contract Documents for purposes of bidding.

3) AWARDING OF CONTRACT: Bids may be held by Wilkinson County for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

4) INTERPRETATIONS OR ADDENDA: Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be forwarded to bidders.

All bidders should consult this website for updates before submitting bids.

5) INSPECTION OF SITE: Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there and schedule of work relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and Wilkinson County will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

6) STATEMENT OF BIDDER'S QUALIFICATIONS:

Each Bidder shall, upon the request of Wilkinson County, submit a statement of the Bidder's qualifications, their experience record in constructing the type of improvements embraced in the contract, their organization and equipment available for the work contemplated, and when specifically requested by Wilkinson County, a detailed financial statement. Wilkinson County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish Wilkinson County all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy Wilkinson County that the Bidder is qualified to carry out properly the terms of the Contract.

7) TIME FOR RECEIVING BIDS:

A) Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Bid Officer will not be responsible for bids that are submitted via email that do not arrive by 2:00 pm.

B) Bidders are cautioned that, while electronic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

8) OPENING OF BIDS:

At the time and place fixed for the opening of Bids, Wilkinson County will cause to be opened and publicly read aloud every Bid received with the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

9) WITHDRAWAL OF BID:

Bids may be withdrawn or written or electronic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any electronic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

10) AWARD OF CONTRACT - REJECTION OF BIDS:

Award will be made to the lowest responsible, responsive BIDDER. A responsive bidder is defined as one whose bid is complete and submitted in accordance with the contract documents without excision, special conditions or alternate bids (unless specifically requested in the bid form). A responsible bidder is defined as one who maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet obligations contingent to the work, is properly licensed and capable of performing the required work.

B) Wilkinson County reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform, or does not plan to perform, with his own forces the major portion of the work involved in construction of the improvements embraced in this Contract. The maximum amount of subcontract work shall not exceed 30 percent of the total project cost without prior approval of the County. Wilkinson County reserves the right to either accept or reject any bid where the planned subcontract amount exceeds 30% of the total bid amount.

C) Wilkinson County may hold all bids for a period not to exceed sixty (60) days from the date of opening the bids for review before awarding the contract.

11) EXECUTION OF AGREEMENT:

A) Subsequent to the award and within ten (10) days after the prescribed form are presented for signature, the successful Bidders shall execute and deliver to Wilkinson County an Agreement in the form included in the Contract Documents in such number of copies as Wilkinson County may require.

12) CONTRACTOR LICENSES:

The Bidder shall have all required and valid Contractor's license at the time of the Bid to Bid and perform work in the State of Georgia. The limits of such licenses must be equal to or greater than the work on which a Bid is submitted. The Bidder's and Contractor's license number is to be included in the bid documents. Failure to list Contractor's license numbers may be cause for the Bid to be rejected.

TIME FOR COMPLETION: The completion time for this project is July 31, 2024 or 120 consecutive days to begin on the date designated on the Notice to Proceed. If the project remains uncompleted past the completion date, the agreement may be terminated for cause and the Wilkinson County will seek a new contractor for the completion of work.

13) LICENSES AND PERMITS: The statement of Bidder must secure all State and local permits and licenses required. Such permits must be readily available at all times for inspection.

14) STATEMENT OF BIDDER'S QUALIFICATIONS:

The Statement of Bidder's Qualifications is not required to be submitted with the Bid. If requested by the Wilkinson County after the Bid, the Statement of Bidder's Qualifications is to be completed and returned to the Wilkinson County within five (5) days of such request. Failure by the Bidder to complete the Statement of Bidder's Qualifications within 5 days may result in the Bid being rejected by the Wilkinson County.

15) INSPECTION: The work is to be jointly inspected by the Contractor and Wilkinson County. All work is subject to inspection and approval. The Contractor shall immediately repair and rework any and all work not approved by Wilkinson County.

BID FORM

2022 WILKINSON COUNTY ROAD RESURFACING PROJECT

BIDDER:

DATE:

ADDRESS:

TELEPHONE NUMBER:

CONTRACTOR'S LICENSE NO:

TO OWNER: WILKINSON COUNTY

100 Bacon Street

Irwinton, Georgia 31042

The undersigned, as bidder, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he/she has satisfied himself/herself as to the work to be performed.

The bidder further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

Completion Time: TBD

Liquidated Damages: \$200.00 per day

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check accompanying this proposal to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities. In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.

	Wilkinson County Resurfacing Projects				
	2024 City of McIntyre				
	Material Requested	Road Name	Beginning	Ending	Length in Miles
	Asphalt	Dawn Street	Highway 441	Dead End	.3
	Asphalt	Riley Circle	Vinson Road	Vinson Road	.6
	Asphalt	N 8 th Street	Vinson Road	Vinson Road	.3
	Asphalt	Rainbow Drive	Railroad Street	Dawn Street	.2
Total					1.4

1) IN SUBMITTING THIS Bid, the Bidder understands that the right is reserved by Wilkinson County to reject any and all Bids. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to him for signature.

2) Bidder's signature hereto is a statement in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of Bids for the Contract for which this Bid is submitted.

A) Neither the said Bidder or any of its officers, partners, owners, agents, representative, employees or parties in interest, including his affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices the attached Bid or of any other bidder, or to fix any overhead, profit or cost element collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER or any person interested in the proposed Contract; and

B) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

Title: