



## INVITATION TO BID

Project Number SB-060917-01

2017/2018 Road Paving, Resurfacing and Repairs of Various City Streets

Annual Contract

BIDS DUE:

Monday, June 12, 2017, at 2:00 PM

City Hall  
3444 Highway 246, Sky Valley, GA 30537

Information concerning this solicitation may be found at:

[www.skyvalleyga.com](http://www.skyvalleyga.com)

Bid Opportunities

Questions must be directed to:

City of Sky Valley via e-mail: [svcitymanager@windstream.net](mailto:svcitymanager@windstream.net)

## INVITATION TO BID (SB-060917-01)

The City of Sky Valley is accepting sealed bids from qualified contractors for the 2017/2018 Road Paving, Resurfacing and Repairs of Various City Streets Annual Contract, Project # SB-060917-01.

Sealed bids will be received no later than **2:00 PM, Friday, June 12, 2017** at the City of Sky Valley, Sky Valley City Hall, 3444 Highway 246, Sky Valley, Georgia 30537, at which time they will be opened and publicly read aloud. Bids received after the above date and time, or in any location other than City Hall, will not be considered nor returned.

The work to be bid consists of furnishing all materials, labor, tools, equipment and services required for paving, resurfacing and repairs of various city streets in Sky Valley, Rabun County, Georgia.

Bids may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) bids are not acceptable. **All** bids must be received by the Purchasing Office on or prior to the date and time specified. Bids will be opened at the City Hall by staff personnel. Bidders and their agents are invited to attend.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a surety issued bond or cashier's check made payable to the City of Sky Valley. The Bid Bond shall be forfeited to the City of Sky Valley as liquidated damages if the bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) days after being notified that he has been awarded the Contract.

Payment will be made using the percentage of completion method up to ninety percent (90%), with the Owner retaining ten percent (10%) pending final inspection and release of liens. Invoices shall be paid within 7 days after approval of the Project Manager.

The Bidding Documents are available and open to public inspection at the Sky Valley City Hall, 3444 Highway 246, Sky Valley, Georgia; contact Linda Lapeyrouse, 706-746-2204 or email [svcitymanager@windstream.net](mailto:svcitymanager@windstream.net). Bidding documents are also available for inspection and download at the City's website: [www.skyvalleyga.com](http://www.skyvalleyga.com).

The work on this project shall be completed within sixty (60) calendar days after receipt of the written Notice to Proceed.

Bids may not be withdrawn for thirty (30) days after the time and date set for bid opening, except as allowed by the Official Code of Georgia. The City of Sky Valley reserves the right to reject any and all bids and to waive any technicalities.

## **1. PURPOSE**

1.1 The intent of this invitation is to obtain competitive sealed bids from qualified vendors for paving, resurfacing and repairing various city streets. The Contractor shall furnish all materials, labor, tools, equipment and services required to complete the project and fulfill the terms and conditions of this Invitation to Bid..

## **2. SUBMISSION OF BIDS**

2.1 Sealed bids will be received by the City of Sky Valley, Purchasing Office, until 2:00 PM local time on June 12, 2017. Late bids will not be considered nor returned.

2.2 Each bidder must use the attached bid forms for submitting his bid. Bidder must show unit price for each item for which a bid is submitted. By executing the Supply Service Contract, the bidder acknowledges that he has read and understands this invitation and agrees to be bound by its terms and conditions.

2.3 The City may revise the bid documents by issuing a written addendum prior to the bid opening. Acknowledgement of receipt of an addendum should be returned prior to the time set for receipt of the bids/proposals or accompany them. Failure to bid or propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City may postpone an opening in order to notify vendors to give them sufficient time to respond to the addendum. Any change which is not issued through the City Manager as a written addendum shall not be binding upon the City.

2.4 The following forms shall be returned with vendor's bid:

- BID FORM, with corporate seal duly impressed, if applicable
- FINANCIAL PROPOSAL FORM
- BID BOND (5%)
- CONTRACTOR AFFIDAVIT AND AGREEMENT
- SUBCONTRACTOR AFFIDAVIT

2.5 Unless otherwise specified, only one (1) copy of the bid forms need be submitted and this copy must be typewritten or printed in ink. Any changes or corrections must be initialed by the person signing the bid documents.

2.6 Bids must be returned to City of Sky Valley, Purchasing Office, 3444 Highway 246, Sky Valley, GA 30537. The bid/proposal should be in a separate envelope or package, sealed and marked for "SEALED BID NO. SB-060917-01".

2.7 Bids may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) bids are not acceptable. All bids must be received by the Purchasing Office on or prior to the date and time specified.

- 2.8 The Purchasing Office shall not be responsible for bids which are not properly addressed or directed to any other department. Bids which are not received in the Purchasing Office by the time and date specified shall be considered late and shall not be considered for award.
- 2.9 Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner will 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.
- 2.10 A bid/proposal may be withdrawn prior to the date and time specified for bid/proposal submission with a formal written notice by an authorized representative of the vendor. Bids/proposals may not be withdrawn after the time and date set for bid opening, except as allowed by OCGA, but shall remain open for acceptance for a period of thirty (30) days following that time.
- 2.11 After closing, all bids become property of the City and shall not be returned to the vendor(s).
- 2.12 The City of Sky Valley shall not be responsible for any expenses incurred by any vendor in the development and/or preparation of a response to this ITB, including any interviews, presentations or supplemental information provided, submitted or given to the City of Sky Valley or its representatives.

### **3. DEVIATIONS FROM SPECIFICATIONS**

- 3.1 Not applicable.

### **4. PRICING**

- 4.1 All prices shall be F. O. B. destination, job site, and shall include all charges (shipping, handling, processing, etc.) that may be incurred in fulfilling the terms of this Invitation to Bid.
- 4.2 Prices submitted herein shall remain firm, regardless of changes that may occur as a result of manufacturer/production changes, factory shutdowns, delivery schedules, inflation in price of materials and labor, etc.

### **5. INTERPRETATION OF BID**

- 5.1 All inquiries regarding bidding procedures should be directed to: Linda Lapeyrouse, City Manager, phone 706-746-2204; fax 706-746-5893 or email [svcitymanager@windstream.net](mailto:svcitymanager@windstream.net).
- 5.2 Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.
- 5.3 Unauthorized contact with members of the Sky Valley City Council, city employees or city representatives by a vendor or a vendor's representative concerning this ITB is prohibited and may result in the disqualification of the vendor.

5.4 No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

## **6. ORDER OF PRECEDENCE**

6.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this Invitation shall take precedence over the General Conditions and Instructions to Bidders included herein.

## **7. AWARD**

7.1 The City of Sky Valley reserves the right to reject any and all bids, to waive any technicalities and, unless otherwise specified by the bidder, to accept any item in the bid.

7.2 If awarded, the proposed construction shall be awarded in one (1) contract. Award shall be based on lump sum total bid amount. If a unit price schedule is included, the unit prices shall prevail in case of error in the extension and total of prices or if additional units are required.

7.3 The City of Sky Valley is exempt from excise taxes, including transportation and sales tax. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item.

7.4 It is agreed by the parties hereto that delivery by the supplier to the common carrier does NOT constitute delivery to the City or any political subdivision or department thereof. It is agreed that the City accepts title only when received regardless of F.O.B. point.

## **8. PURCHASE ORDER**

8.1 A purchase order for the item(s) listed in this Invitation to Bid will be issued shortly after contract award and will become an integral part of the resulting contract.

8.2 The purchase order does not supercede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

## **9. DELIVERY POINT**

9.1 All work shall be completed at the job site and shall be coordinated with the Project Manager.

## **10. CONTRACT ADMINISTRATION**

10.1 The contractor shall assign, in writing, a Contract Administrator throughout the life of this contract as the primary point of contact for information, problem resolution, etc. The Contract Administrator may designate personnel within the company to provide requested information. However, the City shall not contact other personnel with the company that is not familiar with the terms and conditions of the contract. The Contract Administrator shall be included on the Financial Response Form attached.

10.2 The City recognizes that changes will occur during the life of this contract. Therefore, if a change in the Contract Administrator is necessary, the contractor shall notify the Sky Valley Purchasing Office, in writing, within five (5) business days. The following information shall be submitted for the new

Contract Administrator: Name, Title, Phone Number, Fax Number and email address.

10.3 The selected Contractor will be required to assume responsibility for all services offered in the bid/proposal whether or not they possess them within their organization. Further, the City of Sky Valley will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **11. LISTING OF EXCEPTIONS**

11.1 All exceptions to contract specifications and reference documents contained in, or attached to, this ITB must be itemized in the vendor's response to the ITB. Details concerning the exception must be clearly explained. Each exception will be analyzed and considered by the City as to the degree of impact and total effect on the bid and/or completed project.

11.2 The City assumes that silence to exception indicates that the product(s) will comply with specifications contained in, or attached to, this ITB. Should the product(s) not comply, and the exception is not indicated and accepted by the City, then the product(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the product(s) not comply, and an exception not taken, the Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

## **12. COMPLETION OF PERFORMANCE/COMPLETION TIME**

12.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within sixty (60) calendar days from date of receipt of the written Notice to Proceed from the City of Sky Valley.

12.2 Should the Contractor, or in case of default, the Surety fail to complete the work within the time specified in the Contract or as amended by Change Order, liquidated damage charges shall be assessed against any money due or that may become due the Contractor at the rate of one hundred fifty dollars (\$150.00) per calendar day.

12.3 The parties hereto agree that the above liquidated damages are a reasonable pre-estimate and/or estimate of the probable loss or damages to the City due to any delay by Contractor in completing its performance in a timely fashion. Such liquidated damages are intended to be the City's damages for delay in performance by the Contractor, and the parties hereby agree that such damages are reasonable in light of the anticipated or actual harm caused by such delay or breach, the difficulties of proof of loss and/or the difficulty or impossibility of accurately estimating such loss, and inconvenience or non-feasibility or otherwise obtaining an adequate remedy. Such damages are hereby agreed to be damages rather than a penalty.

12.4 Payments of such liquidated damages shall be Contractor's sole liability and the City's sole remedy for any such delay, unless the City elects to exercise its rights pursuant to section 14 below.

### **13. BREACH OF CONTRACT**

13.1 In the event of a material breach of this Contract by Contractor which shall continue for ten (10) or more calendar days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Contractor by the City, and Contractor does not either cure or commence to cure such breach within such ten (10) calendar day period, the City shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either: A) suspend performance of its payment obligations under the Contract for as long as the breach continues uncorrected; or B) terminate this Contract by written notice to Contractor if the breach remains uncorrected.

13.2 In the event of: A) any failure of City for ten (10) or more calendar days to make any payment when due, or B) any other material breach of this Contract by the City which shall continue for ten (10) or more calendar days after written notice of such breach (including reasonably detailed statement of the nature of such breach) shall have been given to the City by the Contractor, and the City does not either cure or commence to cure such breach within such ten (10) calendar day period, the Contractor shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Contract) and either A) suspend performance of its obligations under this Contract for as long as the breach remains uncorrected; or B) terminate this Contract by written notice to the City if the breach remains uncorrected.

13.3 All remedies available to the City with respect to the Performance Bond and Payment Bond will remain in full force.

### **14. DELAYS BEYOND CONTROL OF CONTRACTOR**

14.1 In the event that completion of the contract shall be delayed because of any labor strike or work stoppage, injunction, or interference of any public authority, or by reason of any cause or circumstances beyond the control of the Contractor and for which he could not have taken reasonable precaution, the completion date may be extended as shall be determined in each instance at the discretion of the City.

14.2 However, the granting of any such extension(s) shall not be considered as a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.

14.3 Notice of Delays: Whenever the Contractor receives notice or obtains knowledge of any event or condition which will delay, or is likely to delay, the completion of his performance under this contract beyond the specified completion date, he shall notify City Purchasing in writing within fifteen (15) calendar days after receiving such notice or obtaining such knowledge of the nature of the delay and its estimated duration; otherwise, the Contractor shall not be entitled to any extensions of the completion date.

### **15. CHANGES**

15.1 The City, without invalidating the Contract, may order changes within the general scope of the services required by this Contract by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in Contractor's cost of, or the time required

for, the performance of any part of the work under this Contract, an equitable adjustment shall be made by mutual agreement and the Contract modified in writing accordingly. All such changes in services shall be in writing and shall be performed subject to the provisions in this Contract.

## **16. WARRANTY**

16.1 The Contractor warrants to the Owner that the work will be free from defects not inherent in the quality required or permitted, and; the work will conform with the requirements of the Contract documents.

16.2 The warranty period shall be for one (1) year minimum from the date of final acceptance by the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered as defective. The Contractor also certifies that the services to be rendered pursuant to this contract shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.

## **17. INSURANCE REQUIREMENTS**

17.1 The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

17.2 The Contractor shall, during the continuance of all work under the Contract, provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$100,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its subcontractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. The City of Sky Valley, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Sky Valley and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract.

17.3 Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work



may be suspended until the new certificate is furnished to the Owner.

17.4 Insurance coverage required in these specifications shall be in force throughout the Contract term.

Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

17.5 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

17.6 The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

## **18. BONDING REQUIREMENTS**

### **18.1 BID SECURITY**

18.1.1 Bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond shall be in the form of a surety issued bond (issued by a surety licensed to conduct business in the State of Georgia) or a cashier's check made payable to the City of Sky Valley. The Bid Bond shall be forfeited to the City of Sky Valley, Georgia as liquidated damages if the bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract.

18.1.2 The Bid security of the successful bidder will be retained until such bidder has executed the Contract and furnished Performance and Payment Bonds, whereupon the Bid security will be returned. If the successful bidder fails to execute and deliver the Contract and furnish the required Performance and Payment Bonds within fifteen (15) calendar days after the Notice of Award, the City of Sky Valley may nullify the Notice of Award and the Bid security of that bidder will be forfeited to the City of Sky Valley, Georgia as liquidated damages.

18.1.3 The Bid security of other bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh (7th) day after the effective date of the agreement or the thirty-first (31st) day after the bid opening, whereupon the Bid security furnished by such bidders will be returned.

18.1.4 Bid security with bids which are not competitive will be returned within seven (7) days after the bid opening.

### **18.2 CONTRACT SECURITY**

18.2.1 If an award is made, the successful bidder shall furnish, within fifteen (15) calendar days after receipt of the signed Acceptance Agreement, a Performance Bond and a Payment Bond, each in an amount of one

hundred percent (100%) of the Contract price.

18.2.2 The Performance Bond and the Payment Bond shall be issued by a surety company licensed and authorized to conduct business in the State of Georgia. Bonds shall clearly make reference to this invitation number and title and shall show the City of Sky Valley as holder.

## **19. ACCURACY OF WORK**

19.1 The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation.

19.2 Acceptance of the work by the City will not relieve the Contractor of the responsibility of subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor.

19.3 At any time during the construction of the improvement provided for by the project plans or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this Agreement.

## **20. PERMITS**

20.1 Contractor shall be responsible for obtaining, at his/her own cost, all permits, manifests, or other documents required for the construction project. Additionally, the Contractor, and sub-contractors, shall comply with all Federal, State, and local ordinances, rules and regulations in the performance of this construction project. The owner shall waive any City permit fees required.

20.2 The City of Sky Valley will *assist* the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction. The City of Sky Valley shall not be liable for payment of any claims due to utility delays, inconvenience, or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. The Contractor shall be responsible to comply with all "call before you dig" laws and requirements.

20.3 The City of Sky Valley will be responsible for payment of any charges incurred due to relocation of utilities that are in conflict with this construction project, provided that the relocation is completed by the utility owner. If the utility is relocated by the contractor, then the contractor shall be responsible for all charges incurred in the utility relocation.

## **21. PAYMENT**

21.1 Payment will be made using the percentage of completion method up to ninety percent (90%), with the Owner retaining ten percent (10%) pending final inspection and release of liens. Invoices shall be paid

within 7 days after approval by the Project Manager. The City's determination of percentage complete shall prevail.

21.2 The Contractor shall promptly pay each Sub-contractor, upon receipt of payment from the Owner, the amount to which said Sub-contractor is entitled. The Contractor shall, by appropriate agreement with each Sub-contractor, require each Sub-contractor to make payments to Sub-subcontractors in similar manner.

21.3 Neither the Owner nor the Project Manager shall be obligated to pay or ensure the payment of money to a Sub-contractor except as otherwise may be required by law.

21.4 Payment to material suppliers shall be treated in a manner similar to that provided in sections 21.2 and 21.3.

21.5 The Contractor shall provide proof of timely payment as described under this section to Subcontractors and materials suppliers when requested by the City.

21.6 At substantial completion of the Project, the Contractor shall provide a lien waiver signed by the Contractor and all Sub-contractors and material suppliers. Final payment and retainage will not be paid by the City until receipt of the lien waiver.

## **22. OWNERSHIP OF DOCUMENTS**

22.1 Reports and all relevant data such as maps, diagrams, plans and specifications, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the Services required by this Contract shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon request or upon completion of the Project except that Contractor shall have the right to retain copies of the same.

## **23. NEWS RELEASES BY VENDOR**

23.1 As a matter of policy, the City does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the City.

## **24. SEVERABILITY**

24.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

## **25. NON-COLLUSION**

25.1 By signing the Supply Service Contract, vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

## **26. INDEMNIFICATION / HOLD HARMLESS**

26.1 The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the City of Sky Valley 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 the City 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 items employees, servants, agents or subcontractors that may arise out of the agreement.

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

## **27. CONFLICT OF INTEREST**

27.1 By signing the Supply Service Contract form, I certify that employees of this company or employees of any company furnishing material or subcontracting to do work on this Contract shall not engage in business ventures with employees of the City of Sky Valley; nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of the City of Sky Valley.

27.2 Further, no employee of the City of Sky Valley shall be financially interested or have any personal beneficial interest either directly, indirectly or through any family member in the purchase or contract for any materials, equipment or supplies, nor in any such firm, corporation, partnership or association furnishing any such supplies, materials or equipment to the City of Sky Valley.

## **28. DRUG-FREE WORKPLACE CERTIFICATION**

28.1 By signing the Supply Service Contract form, I certify 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. The 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 Official Code of Georgia Section 50-24-3.

## **29. COMPLIANCE WITH STATUTES**

29.1 The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this ITB and resulting Contract.

## **30. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

30.1 The City of Sky Valley is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by the City of Sky Valley at any time. Contractor shall be required to provide copies to City upon request.

Failure to comply with these rules will result in the rejection of the bid and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

## **31. DELIVERY, INSTALLATION, AND CLEAN-UP**

31.1 Contractor shall be responsible for coordinating delivery and storage of materials at the job site.

31.2 Contractor shall be responsible for contacting utility locators prior to any site work. The Contractor shall take every precaution to avoid damage to existing utilities within or outside the limit of work. The Contractor shall be responsible for any damages, physical and/or consequential, to any utility.

31.3 It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to its original condition at the Contractor's expense, including but not limited to impact caused by equipment ruts, altered topography, etc. All soil excavated shall be removed from the site unless otherwise specified or instructed by the City project manager.

## CONTRACT PROVISIONS

1. This project is being let to contract by the Sky Valley City Council using the 2001 Standard Specifications of the Georgia Department of Transportation, as amended, and the supplemental specifications. All work shall conform to these documents.
2. Where the name of the Georgia Department of Transportation appears in any contract document, plans, special provisions or standard specifications, it shall be deemed to mean Sky Valley City Council.
3. All materials and workmanship shall meet or exceed *Georgia Department of Transportation* Construction Standards and comply with all applicable State, Federal, and local regulations and ordinances.
4. Contractor is required to provide Job Mix Formula for approval prior to commencing the work. In addition, the contractor is also required to provide sampling and testing of the materials on a daily basis to ensure the consistent quality of the mix. Contractor will provide City with the results of core sampling from each road resurfaced under this contract at no additional cost. A representative of the city shall determine the locations for sampling. The cost of sampling and testing is included in other unit prices bid.
5. All materials and workmanship must be inspected and approved by Sky Valley Project Manager prior to payment. All references to Project Manager or Engineer shall be deemed to mean The Supervisor of Public Works or his designated representative, 3444 Highway 246, Sky Valley, GA 30537.
6. Projects chosen by the City to be completed under the terms of this agreement may be done in one or two phases to be determined by the City between the time period of July 1, 2017 and June 30, 2018.

## SCOPE OF WORK

### **PROJECT: 2017/2018 Road Paving, Resurfacing and Repairs of Various City Streets Annual Contract**

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Sky Valley City Manager or her representative. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition). The work locations and descriptions follow but are not limited to:

PROJECT LIST 2017/2018 (to be prioritized, added to, deleted from and amended as necessary by the City)

#### PROJECT A

1. Peek & Peak – from Bald Mountain Road to Sky High Drive including dead end spur (.23 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.
2. Sky High Drive – from Bald Mountain Road to Sky Valley Way including dead end spur (1.35 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.
3. Ridgeview Drive – from Sky High Drive to gate (.18 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.
4. Moonridge Drive – from Sky High Drive to Sky High Drive (.23 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.
5. Breckenridge Lane – from Sky High Drive to end of pavement (.2 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.

#### PROJECT B

1. Spicewood Lane – remove existing culvert, regrade and widen intersection entrance at the intersection of Alpine Drive and Spicewood, reset culvert. Stabilized base course variable depth, 1.5” asphalt binder course, bituminous tack coat (0.05 gal/sy) and 1.5” asphalt surface course. Overlay remainder of road (.06 miles) with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.

#### PROJECT C

1. Unpaved portion of Walking Bear (.28 miles): Stabilized base course variable depth, 1.5” asphalt binder course, bituminous tack coat (0.05 gal/sy) and 1.5” asphalt surface course.
2. Unpaved portion of Cobblestone Trail (.12 miles): Stabilized base course variable depth, 1.5” asphalt binder course, bituminous tack coat (0.05 gal/sy) and 1.5” asphalt surface course.

#### PROJECT D

1. Overlook Way – from Sky Valley Way to Forest Hills Condos entrance including Aerie Lane and dead end spur (.67 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.
2. Thunderhead Lane – from Overlook Way to dead end (.25 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.



3. Big Bear Trail – from Sky Valley Way to Sky Valley Way (.46 miles): Overlay with 9.5 mm Superpave @ 165 lbs/sy. Patching and leveling as needed.

## **OVERVIEW OF THE SCOPE OF WORK**

The City of Sky Valley is soliciting bids for annual road paving/overlay, patching and repairs as outlined in this bid package and other bid documents.

The paving/overlay and patch work for existing City paved roads will be paid on a unit price basis. The City will provide a list for this contract as projects are determined needed due to emergency repairs or and approved by Mayor and City Council. The City may add or subtract from this list based on changes in funding and/or priorities.

City of Sky Valley reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the City.

Any technicalities or specifications not directly addressed in these specifications shall meet or exceed latest edition of the GA DOT Standard Specifications, and all subsequent supplements. The City must approve any variance from the required specifications in writing. If there is a conflict between these specifications and the GADOT specifications, the higher quality specification shall be applied.

Any quantity listed is approximate and/or estimated. Contractor shall verify all quantities. Actual work awarded will be depending on funding available and the priority of the City of Sky Valley Council. If more funds are obtained, additional roads may be added to the initial list by mutual agreement of both parties.

The contractor will be responsible for coordinating with the GADOT on all projects funded by the GADOT (DOT funded roads will be listed in the Contract). Payment may be withheld if the work is not approved by the GADOT.

Bidders as part of this work will clip the roads, clean, tack, install level course (if required) and surface course, striping of all roads and intersections and reinstall the shoulders after paving.

Prior to application of tack, all loose materials, dirt, clay and other materials that would prevent bituminous material from adhering to the existing asphalt shall be removed with power brooms, power blowers, hand brooms and any other means necessary for complete removal. Installation will not commence until approved by the City.

A separate leveling course may be applied as a separate operation prior to application of overlay with the surface course. The road surface shall be tacked with materials as approved by City of Sky Valley, prior to application of the surface course and/or leveling course. Leveling course will be distributed by a finish/screed machine and compacted with suitable equipment.

The Contractor will correct areas of roadways that are in need of patching prior to beginning of any surfacing / paving of road project. If the Contractor notices any area that needs to be patched and/or deteriorated pavement that needs to be removed the Contractor shall notify the City of this area before removing / repairing.

Only actual tons used will be billed. Each billing must have all trip tickets of material with tons of material used on the billings.

At all times during construction, the road under construction must be kept opened and navigable so as to allow homeowner's ingress/egress to their homes. No additional payment will be made to the Contractor for keeping the

roads navigable. The City can require maintenance work to be performed by the Contractor to keep the roads navigable that are affected by the Contractors work under this Contract. This maintenance work will also be performed at no additional cost to the City.

Contractor shall employ certified personnel and equipment to prepare analysis reports that provide information as required by the GADOT. Reports shall verify in writing that the mix meets the requirements of this Contract. If requested, City of Sky Valley will be supplied with a copy of any reports. City of Sky Valley reserves the right at its discretion to employ a qualified independent testing agency to perform testing at the plant site to verify that the specified mix design is being met.

Contractor shall be responsible for posting roads, positioning of flagmen, or other methods necessary to maintain safe movement of traffic in and around construction site at all times. Additionally, contractor must keep road open and travelable at all times during construction.

It is the contractor's responsibility to notify all utilities involved in the construction area prior to commencing construction. Contractor shall coordinate locating, moving and/or repairing of same.

Should the contractor, in the opinion of City of Sky Valley representatives, fail to comply with any requirements of these specifications, the City may delay work until such requirements are satisfactorily met.

**Materials:** Contractor will be responsible for quality control testing of materials incorporated into the project. All materials will meet appropriate GDOT specifications. The Contractor shall submit the "Job Mix Formula" to the Sky Valley Public Works Supervisor for approval prior to start of the Work. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

**Deviation of Quantities:** The lengths given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete road or sections of roads at any time. Contractor will notify the City in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

**Protection and restoration of property and landscape:** The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before final payment will be released. All present driveways (including existing accesses to fields) will require a minimum 12 inch apron. Additional apron lengths will be applied in extenuating circumstances if approved in advance by City of Sky Valley.

**Repairing existing pavement:** This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The contractor and City shall jointly inspect the roadway and mark all areas to be patched. Areas marked for patching shall be cut out in a rectangular shape 4 inches below the bottom of existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate, but shall not exceed 6' in width. Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning

and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

**Bituminous Tack Coat:** This work shall consist of the placement of bituminous tack. All surfaces shall be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 to .06 gallons per square yard. All materials and equipment used to perform this work shall be considered incidental to the work and included in the bid price for 413-1000.

**Asphalt Concrete Pavement:** Resurfacing shall be tapered/feathered so as to tie into existing driveways and cross streets with the best possible ride and aesthetic result. Streets that have pavement rutting, dips, and/or have incorrect crowns shall have a leveling course placed to correct the deficiencies prior to other resurfacing operations. Leveling course shall be 9.5mm, level 1, Superpave asphaltic concrete and shall be placed according to GDOT specifications and paid for at the contract unit price per ton. The topping on existing roads shall be placed at a rate of 165 lbs/sy and patching shall be placed at a rate of 440 lbs/sy unless otherwise directed by the City. The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

Any cleaning of vehicles due to prime coat or cement accumulation will be the responsibility of the contractor.

At the time the contractor places his construction signs or commences any site work, whichever occurs first, he will be responsible for the operating conditions of the area until the work is completed and the guaranty period has expired.

The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted.

**Striping:** The bidder will be required to put paint stripes on the roads that are repaved as a part of this project or added on by the City at the time of other striping.

**Shoulders:** The bidder will be required to reinstall the shoulders within 30 days after paving. The Contractor shall place a wedge of soil along the shoulder. This wedge shall be a minimum twelve (12) inches in width and taper from the pavement edge to the existing shoulder.

A maximum shoulder slope of three (3) quarters of an inch per foot shall not be exceeded without written permission from the City. The maximum particle size allowed in the soil material shall be three quarters of an inch (3/4").

The Contractor will be paid for shoulder restoration and all required erosion control at the contract unit price per mile shall be included under pay item 210-0200 Grading per Mile. (as measured along the centerline of the road) for properly placed and accepted shoulders.

On areas where there is likelihood that traffic will drop off the pavement edge. as directed by the City (i.e. mailboxes, intersection radii, narrow roads and curves), the Contractor may use a granular material to stabilize the shoulder. The granular material shall be placed as the wedge noted previously and compacted. This shall be a fine graded granular material with a maximum particle size of one half inch (1/2").

Grassing work shall consist of ground preparation, furnishing, planting, seeding, fertilizing, mulching and watering of all areas that require shoulder restoration. This work may be accomplished utilizing by hydro-seeding methods provided weather conditions are conducive to germination and growth of the seed.

Mulching shall be used and placed in accordance with Specifications. Mulching shall remain in place and be maintained until the time that new growth is apparent. Disturb areas will be repaired and/or replaced, such that the conditions are, at a minimum, equal to the conditions existing prior to construction activities.

Trucking costs for shoulder construction is to be included in this line item. Contractor will have each individual road shoulders completed within 30 days of resurfacing being completed.

**CITY OF SKY VALLEY PAVING/CONSTRUCTION BID**

**2017/2018 Road Paving, Resurfacing and Repairs of Various City Streets**

**Annual Contract**

**BID# SB-060917-01**

**DATE BIDS DUE: June 12, 2017  
10:00 a.m.**

**BID FORM**

**CITY OF SKY VALLEY**

**3444 Highway 246, Sky Valley, GA 30537**

The (Company) \_\_\_\_\_ submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) for Paving and Patching.

**NOTE: You must sign and complete the Bid Supplemental Form also.**

**FINANCIAL PROPOSAL FORM**

**(Bid No. SB-060917-01)**

Item No.	Description	Est. Units	Units	Unit Price
210-0200	Grading	4	LM	\$
310-5060	Graded Aggregate Base Course 6 incl Matl	3,750	SY	\$
402-1812	Recycled Asphalt Concrete Leveling including Bituminous Material and H Lime	1,040	TN	\$
402-3100	Recycled Asphalt Concrete 9.5 MM Superpave, Gp1 or 2, including Bituminous Material & H Lime	3,120	TN	\$
402-3112	Recycled Asphalt Concrete 19 MM Superpave, Gp1 or 2, including Bituminous Material & H Lime	100	TN	\$
412-1000	Bituminous Prime, including sand	1,125	GL	\$
413-1000	Bitum Tack Coat	185	GL	\$
432-5010	Mill Asph Conc Pvmt, Variable Depth	250	SY	
611-8140	Adjust Water Valve Box to Grade	1	EA	
652-2501	Solid Traffic Stripe, 5 in., White	8.06	LM	\$
	<b>TOTAL BID</b>			<b>\$</b>

Total Bid  
Amount \_\_\_\_\_

Vendor (Firm) Name \_\_\_\_\_

Person Authorized to Sign for Vendor \_\_\_\_\_ (print)

\_\_\_\_\_  
(signature) Title \_\_\_\_\_

**RETURN THIS FORM IN SEALED ENVELOPE**

**RETURN THIS FORM IN SEALED ENVELOPE MARKED "SEALED BID NO. SB-060917-01"**

**BID FORM**

TO: PURCHASING MANAGER  
CITY OF SKY VALLEY  
SKY VALLEY, GEORGIA 30537

To Whom It May Concern:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the bidder, proposes to enter into a Contract with the City of Sky Valley, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**2017/2018 Road Paving, Resurfacing and Repairs of Various City Streets  
Annual Contract**

Project # **SB-060917-01**

The Bidder has carefully examined and fully understands the Contract, Plans, and Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sky Valley in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition).

It is the intent of this Bid to include all items of construction and all Work indicated on the Drawings, called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within thirty (30) calendar days from receipt of Notice to Proceed and to complete all Work within sixty (60) calendar days from the Notice to Proceed.

Attached hereto is an executed Bid Bond or certified check on the (Bank) \_\_\_\_\_

\_\_\_\_\_ of (City, State) \_\_\_\_\_

in the amount of \_\_\_\_\_ Dollars (\$ (Five Percent of Amount Bid)).

If this bid shall be accepted by the City of Sky Valley and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within fifteen (15) days from the date of Notice of Award of the Contract, then the City of Sky Valley may, at its option, determine that the undersigned abandoned the Contract and there upon this bid

shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sky Valley as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

\_\_\_\_\_  
\_\_\_\_\_

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder \_\_\_\_\_ (Seal)  
Company Name

\_\_\_\_\_  
Bidder Mailing Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

**RETURN THIS FORM IN SEALED ENVELOPE MARKED "SEALED BID NO. SB-060917-01"**



**CONTRACTOR 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 that is contracting with the City of Sky Valley, Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Sky Valley, Georgia, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to the City of Sky Valley at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**RETURN THIS FORM IN SEALED ENVELOPE MARKED “SEALED BID NO. SB-060917-01”**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor 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 under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Sky Valley has registered with and is participating in a federal work authorization program\* [or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

\*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**RETURN THIS FORM IN SEALED ENVELOPE MARKED SEALED BID NO. SB-060917-01**

APPENDIX A  
SAMPLE CONTRACT  
**DO NOT SIGN CONTRACT. DO NOT SUBMIT WITH BID.**

**CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_\_ day \_\_\_\_\_ of , 20\_\_\_\_\_ by and between the City of Sky Valley, Georgia (Party of the First Part, hereinafter called the City), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said City, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:  
(Description)

The Contractor awarded work under this contract shall commence work within thirty (30) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within sixty (60) consecutive calendar days from and after said date.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, the amount of One Hundred Fifty Dollars and no/100 dollars (\$150.00) per day as liquidation of the extra expense incurred by the City and liquidated damages to the City.

The City shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$ \_\_\_\_\_ ) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City shall pay to the Contractor, within fifteen (15) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that the City fails to pay the Contractor within thirty (30) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the thirty-first (31st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or

bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF SKY VALLEY, GEORGIA

By:  
Hughel Goodgame, Mayor  
City of Sky Valley, Georgia

ATTEST:

Signature  
Print Name  
City Clerk/ City of Sky Valley

SERVICE PROVIDER:

BY:  
Signature  
Print Name  
Title

ATTEST:

Signature  
Print Name  
Corporate Secretary

(Seal)