

**ADVERTISEMENT FOR BIDS**  
**Rehabilitation and Widening of Chardonnay Trace**  
**for the**  
**Town of Braselton, Georgia**  
**RFB#2021-01**

Sealed bids will be received by the Town of Braselton (herein called the "OWNER"), at the office of the Town Manager until **10:00 A.M. Eastern Standard Time, Friday, February 12, 2021** at which time BIDS will be publicly opened and read aloud.

EACH BID must be submitted in a sealed envelope, addressed to Town of Braselton 4982 Highway 53, Braselton Georgia 30517. Each sealed envelope containing a BID must be plainly marked outside as **BID for Town of Braselton, Rehabilitation and Widening of Chardonnay Trace** and the envelope should bear on the outside the name of the BIDDER and his/her address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER. The mailing address is PO Box 306 Braselton, Georgia 30517.

The project consists of, but is not limited to, 0.2 miles of widening, reconstruction and drainage improvements to Chardonnay Trace from SR53 to 1,050 +/- FT from centerline of SR 53. The purpose is to add a left turn lane (resulting in dual lefts) and reconstruct the road. Milling, inlay, and restriping on SR53 will be required. Signal modification will be performed by Georgia Department of Transportation (GDOT) crews.

Time of completion for all work associated with this project shall be one hundred eighty (180) days.

Copies of Contract Documents, Specifications, and Construction Drawings may be obtained from the town website at [https://cms2.revize.com/revize/braseltonga/town\\_info/rfp\\_bids/index.php](https://cms2.revize.com/revize/braseltonga/town_info/rfp_bids/index.php) or from the following physical location beginning January 11, 2021 : Braselton Town Hall, 4982 Hwy 53, Braselton, GA 30517.

Questions related to this Request for Bids shall be directed to Jennifer Scott, [jscott@braselton.net](mailto:jscott@braselton.net) .

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in ink or printed, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

All BIDDERS must show PREQUALIFICATION by the Georgia Department of Transportation.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the scheduled time for the opening of BIDS of authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract not be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

If a contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. The contract will be awarded, if at all, within 60 calendar days after the opening of the proposals, unless a longer period is specified in the proposal or the successful bidder agrees, in writing, for a longer period for the award. The successful bidder will be notified by a letter or email to the address shown on the proposal, that their bid has been accepted and that they have been awarded the contract.

The party to whom the Contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default; in which case the BID BOND accompanying the proposal shall become the property of the OWNER. A certified check may be used in lieu of a PERFORMANCE and PAYMENT BOND. The amount of the certified check shall be 100% of the Contract amount and shall be the property of the Town until final acceptance of the completed project.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within sixty (60) days of the execution of the AGREEMENT and receipt of the executed PAYMENT BOND and PERFORMANCE BOND by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the sixty (60) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and

data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her BID.

The low BIDDER shall supply the names and addresses of SUBCONTRACTORS when requested to do so by the OWNER.

All work performed for this project will be in accordance with Georgia Department of Transportation Standard Specification for Construction of Roads and Bridges, Current Edition, and attached modifications and special provisions.