

REQUEST FOR PROPOSAL

Will Banks Road

The Town of Turin is requesting proposals from Paving Contractors for the installation of Asphalt for Will Banks Road.

I. Instructions

A. How to Prepare Proposals:

1. Contractors should complete and submit the following attachments:

- a. Company information on the form provided
- b. Proposal Form
- c. Non-collusion Affidavit
- d. Georgia Security and Immigration Compliance Affidavit
- e. Proposal Bond

2. Proposal forms shall be completed in ink or by typed, with prices in figures and totals in both figures and words. Any discrepancies will be resolved in favor of unit prices, words over figures, and correct column sums. Proposal forms shall be signed by an authorized officer of the firm. Contractors are encouraged to review carefully all provisions and attachments of this document prior to completion.

B. How to Submit Proposals: All proposals shall be:

- 1. Submitted and marked with "Will Banks Road"
- 2. Mailed, delivered or emailed as follows in sufficient time to ensure receipt by the Clerk before 2:00 P.M. November 19th, 2026.

a. Mailing Address: Town of Turin

P.O. Box 86

Turin, GA 30289

Attn: Rusty Russell

b. Hand or Express Delivery Address:

Town of Turin

P.O Box 86

Turin GA, 30289

Attn: Rusty Russell

c. Email Address: rscrews@townofturin.com

d. No proposals will be received or accepted after 2:00 P.M. ET, local time, Nov.

19th, 2026. Proposals received after the designated date and time will be deemed invalid and returned unopened to the contractor. Town of Turin is not responsible for lost or misdirected mail, email or proposal. It is the Contractor's responsibility to ensure the proposal is submitted and received in accordance with these specifications and prior to the deadline. No proposal may be withdrawn within sixty days after the proposal's opening and shall remain firm through the period.

C. Standards for Acceptance of Proposal for Awarded Contract: CCWA reserves the right to waive

any informality, to reject any and all proposals, to disregard nonconforming, nonresponsive or conditional proposals, to evaluate all proposals, to accept portions of any proposals and to accept

any proposal which in its opinion is in the best interests of CCWA. CCWA reserves the right to negotiate change orders with the Contractor if new and/or additional items of work are found to

be necessary for the satisfactory completion of the project.

D. Compliance with laws: The Contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or county statute, ordinances and rules during the

performance of any contract between the contractor and Town of Turin. Any such requirement specifically set forth in any contract document between the Contractor and Town of Turin shall be

supplementary to this section and not in substitution thereof.

II. General Terms and Conditions

1. Definitions: The term “Contractor” or “Contractors” as used herein and elsewhere in the Terms

and Conditions shall mean the person, firm or corporation signing the Contract with the Owner.

2. Signed Proposal Considered Offer: The signed proposal form shall be considered an offer on the

part of the Contractor, which offer shall be deemed accepted upon approval by the Executive Director or authorized representative. In case of a default on the part of the Contractor after such

acceptance, Town of Turin may take such actions as it deems appropriate including legal action for

damages or specific performance.

3. Binding Offer: To allow sufficient time for a contract to be awarded, each proposal shall constitute a firm offer that is binding for sixty (60) days from the date of the proposal opening to

the date of award.

4. Contractor’s Questions: As appropriate, Town of Turin will compile answers to questions and/or

information concerning the Request for Proposal in the form of an addendum and email it out to

Contractors. It is the responsibility of the prospective Contractor to check their email for any addenda issued for this Request for Proposal. All questions shall be submitted to Corey Coats, Engineering Manager (“Engineer”) by March 12, 2026 at 4 PM. Addenda will be issued no later than 72 hours before proposal due date.

5. Proposal Preparation Costs: The Contractor shall bear all costs associated with preparing the proposal.

6. Late Proposals: Proposals not received by the time and date of the scheduled proposal opening will not be considered.

7. More than One Proposal: Do not submit alternate proposals or options, unless requested or authorized by Town of Turin in the Request for Proposal. If a Contractor submits more than one proposal without being requested or authorized to do so, Town of Turin may disqualify the proposals from the Contractor, at Town of Turin's option.

8. Proposal Corrections or Withdrawals: The Contractor may correct a mistake, or withdraw a proposal, before the proposal opening by sending written notification to the Clerk. Proposals may be withdrawn after the proposal opening only with written authorization from the Clerk.

9. Prices to be Firm: Contractor warrants that prices in their proposal, terms and conditions quoted in their proposal will be firm for acceptance for a period of sixty (60) days from opening date.

10. Quantities are Estimates: Contractor acknowledges that quantities stated on proposal form are intended for estimating purposes only and agree to hold unit prices for the entire Contract Period as defined, irrespective of actual quantities.

11. Proposal Evaluation: Award will be made to the lowest responsive, responsible Contractor, taking into consideration payment terms, vendor qualifications, prior work performed and experience, schedule, allocation of resources, quality, references, any exceptions listed, and/or other factors deemed relevant by Town of Turin in making the award. Town of Turin reserves the right to reject any proposal

item, any proposal, or all proposals, and to re-request proposals.

12. Payment Terms: Town of Turin standard payment terms are Net 30. The Contractor shall submit to the Town of Turin's representative an Application for Payment filled out and signed by the Contractor covering the work

completed as of the date of the end of the preceding month, accompanied by such supporting documentation as required or requested by the Town of Turin's representative.

13. Retainage: If the construction schedule goes beyond thirty (30) days, progress payments to the

Contractor shall be paid on the project through the closing dates of the preceding estimates period, but less five percent (5%) of the combined values and less previous payments made.

Retainage shall be withheld until the project has been completed and the work has been accepted.

14. Contract Execution & Notice to Proceed: After Town of Turin makes an award and all required

documents are received including the execution of the Agreement (attached hereto as Attachment

6), Town of Turin will issue a written Notice to Proceed. Town of Turin shall not be liable for payment of any

work done or any costs incurred by any Contractor prior to Town of Turin issuing the Notice to Proceed.

15. Term of Contract: The term of this Contract shall begin upon issuance of a Notice to Proceed and

the work covered by this Contract shall be completed within 60 calendar days. The Owner and Contractor may agree to extend the time listed above.

16. Changes and Payment for Extra Works: Town of Turin shall have the right to make additions, deletions, will not be authorized, except with express written authorization from Town of Turin.

If the Contractor believes that any addition, deletion, change or Extra Work entitles the Contractor to additional compensation or a time extension, then the Contractor shall notify the

Town of Turin representative in writing within seven (7) days after the addition, deletion, change or Extra Work is

first proposed, and then shall not proceed unless the Town of Turin representative issues a written directive to do so.

17. Insurance: The successful Contractor shall procure and maintain insurance meeting the latest

edition of the Town of Turin Design and Construction Standards and it shall be in effect throughout the

term of the contract.

18. Proposal Bond: You must include a proposal bond or certified check issued by a responsible bank

or trust company, payable to the OWNER with your proposal. The bond or check shall be equal to five percent (5%) of the total amount proposed.

19. Performance and Payment Bond: Prior to execution of a contract, the successful Contractor shall

submit performance and payment bonds each equal to 100 percent of the contract value, on the

forms attached. The bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties.

20. Unauthorized Performance: Town of Turin will not compensate the Contractor for work performed

unless the work is authorized under the Contract, as initially executed or as amended.

21. Assignment of Contract: Assignment of any Contract resulting from this Request for Proposal will not be authorized, except with express written authorization from Town of Turin.

22. Indemnification: The Contractor shall indemnify and save Town of Turin and all its officers, agents and

employees harmless from all suits, actions or other claims of any character, name and description

brought for or on account of any damages, losses, or expenses to the extent caused by or resulting

from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The Contractor

shall pay any judgment with cost which may be obtained against Town of Turin growing out of such

damages, losses, or expenses.

23. Severability: The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the Contract shall not affect the validity of the remaining portion of the contract. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all

obligations arising under such provision to the extent that the provision is unenforceable. In such

case, the Contract shall be deemed amended to the extent necessary to make it enforceable while

preserving its intent.

24. Delivery Failures: If the Contract fails to deliver contracted goods or services within the time specified in the Contract or fails to replace rejected items in a timely manner, Town of Turin shall have monies owed to the Contractor. Such purchases shall be deducted from contracted quantities.

25. Substitution of Contracted Items: The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein.

26. Inspection and Acceptance of Deliveries: Town of Turin reserves the right to inspect all goods and products delivered.

27. Termination for Cause: Town of Turin may terminate the Contract for cause by sending written notice to

the Contractor of the Contractor's default in the performance of any term of this agreement. As appropriate, Town of Turin will compensate the Contractor for completed performance, and for any

partially completed performance as determined by Town of Turin to be adequately performed.

Termination shall be without prejudice to any of Town of Turin's rights or remedies by law.

28. Termination for Convenience: Town of Turin may terminate the Contract for its convenience at any time

29. Force Majeure: Neither party shall be deemed to be in breach of the contract extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of

the party in question.

30. Governing Law: This agreement shall be governed in accordance with the laws of the State of

Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Turin, Georgia.

31. Completeness: All information required by the Request for Proposal must be completed and submitted to constitute a proper proposal.

32. Guarantee/Warranty: Infrastructure systems installed by the Contractor which are accepted by

Town of Turin for ownership, operation and maintenance shall be warranted and guaranteed by the

Contractor for a period of one (1) year from the date of acceptance.

33. Invoices: Invoices should be mailed or emailed to the following:

Town of Turin

P.O. Box 86

Turin, GA 30289

Attn: rscrews@tonofturin.com

III. Project Description/Map

1. At the intersection of Roopville Veal Road and Potts Circle, connect to the existing 6" PVC waterline on the north side of the intersection and install 1,400 FT of new 6" DIP and 2,500 FT of 2" PVC waterline per plan provided with this proposal. The new waterline will be installed on the west side of Potts Circle and terminate just north of the driveway of 375 Potts Circle. A location map is shown below. A more detailed construction plan is provided as a separate attachment.

Attachment 1

Company Information

A. Company

Company Name: _____

Physical Address:

Mailing Address (if different):

Phone Number: _____

B. Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email: _____

Office Number: _____ Cell: _____

C. Project Contact Person

Name: _____

Title: _____

Office Number: _____ Cell: _____

Email: _____