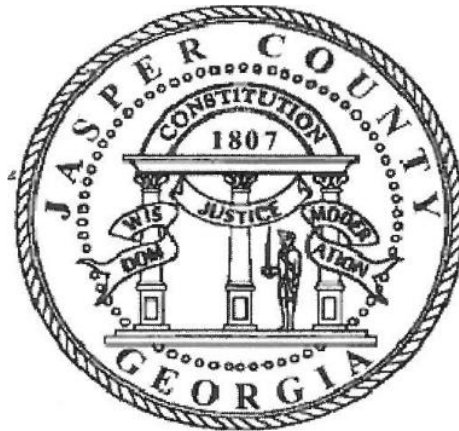


**2020 LMIG PAVING PROJECT:
Post Road (Pittman Cr Section),
College Street, and
Pearson Creek Bridge Approach**

**INVITATION TO BID
JASPER COUNTY, GEORGIA**



Issued on June 26, 2020

2020 JASPER COUNTY LMIG RESURFACING PROJECT

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ADVERTISEMENT FOR BIDS

2020 LMIG PAVING PROJECT - POST ROAD JASPER COUNTY, GEORGIA

Separate, sealed bids will be received for furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the 2020 Jasper County LMIG Paving project on Post Road.

Bids will be received by Mike Benton, County Manager, for Jasper County, herein referred to as "Owner," at the County Commissioners office at 126 W. Greene Street, Suite 18, Monticello, Georgia 31064 until **2:00 p.m. on Thursday, July 30, 2020**. After such time on the same day, bids will be publicly opened and read aloud. Bids received after the designated time will not be considered. **Bid shall be sealed and clearly labeled as "Jasper County 2020 LMIG Paving Project."**

The scope of work consists of full-depth reclamation (FDR), asphalt overlay, and associated tasks at two locations on Post Road for a combined total length of **2.93 miles** and the repair of an asphalt bridge approach. All work is to be accomplished in accordance with current GDOT standards and specifications.

A copy of the Invitation to Bid (ITB) document is available for review in paper format at the office of the County Manager or in electronic format at no cost upon request made by email to Robert Jordan at Jordan Engineering, Inc. at robert@jordan-eng.com. Each prospective bidder must register as a planholder with the County when reviewing documents at the Courthouse. Bid documents must be reviewed or requested by July 23, 2020. Questions regarding the ITB must be submitted to robert@jordan-eng.com by email before Friday, July 24, 2020.

Jasper County 2020 LMIG Paving Project

Jasper County is accepting bids for patching, leveling, surface treatment, and associated tasks for the Jasper County 2020 GDOT Local Maintenance and Improvement Grant (LMIG) project on Post Road. The owner reserves the right to modify the scope after award based on bid amounts and project budget.

Project Scope Summary

2020 Post Road Resurfacing Project

Project	Locations	Width	Length	Scope Summary
2020 LMIG - Post Road	Post Road Pittman Creek Section	22 feet	2.37 miles	Full-depth reclamation, asphalt overlay, center and lane striping, shoulder grading, erosion control, permanent grassing, traffic control, signage, bonding, mobilization/ demobilization and associated supporting tasks.
	College Street Section	20-26 feet	0.56 mile	
	Pearson Creek north bridge approach	20 feet	10 feet	
	(see site location maps on pages 21- 22)		Combined total length: 2.93 miles	

Narrative Project Summary and Scope

Jasper County proposes a scope of work to improve and resurface two sections of Post Road through full-depth reclamation and asphalt overlay and to smooth and resurface a short bridge approach. The full-depth reclamation (FDR) portions of the project will include FDR, asphalt overlay, thermoplastic yellow and white striping, shoulder building and permanent grassing, and associated tasks for two sections having a total length of 2.93 miles and located about 7.5 miles apart: The first FDR section, designated herein as Post Road Pittman Creek Section, will begin just north of Jeffries Road and extend north for 2.37 miles. The existing pavement width is 20 feet. The Contractor shall strip grass from 1 foot on each side of the existing pavement, then include a 22-foot-wide width in the FDR process. Asphalt overlay width will be 22 feet. Shoulders shall be backfilled and/or smoothed to provide a solid shoulder and permanent grassing shall be established.

The second FDR section, designated herein as College Street, is located within the City Limits of Monticello and will begin at the Georgia Highway 11 asphalt apron and extend north for 0.56 miles. The southern portion of the College Street Section is wider than the north and has concrete curb and gutter on both sides (see the project map on page 21 for details on width and curb/gutter locations. Some utility manholes area also present within the resurfacing area. The contractor shall take care to reclaim and resurface the roadway adjacent to the utility items without damage to them and to leave a smooth transition between the manholes and asphalt. The uncurbed section of College Street will not be widened, but shoulders shall be improved and permanently grassed following resurfacing.

In addition to the two FDR sections, the County proposes to smooth the northern approach to the Pearson Creek Bridge by excavation, rebuilding and recompaction of the base, and reinstallation of a 2-inch asphalt overlay for a 10-foot section adjacent to the bridge abutment. The Contractor shall sawcut the asphalt, mill/remove the existing asphalt, and excavate the

existing base and subgrade material to a minimum depth of 24 inches within a 10-foot approach section of the north end of the concrete bridge. The subgrade shall be compacted to 100% Standard Proctor density. GAB shall be placed in maximum 6-inch lifts and compacted to 100% maximum dry density to within 4 inches of final grade. Two layers of 2-inch asphalt (12mm Superpave) shall be placed and compacted to bring to final grade and create a stable and smooth transition from the existing asphalt to the bridge decking. The new asphalt approach shall be striped with double-yellow centerline and single white thermoplastic lane striping. The Pearson Creek Bridge is located about 0.4 mile north of the northern end of the College Street Section. See project maps on pages 21-22 for more detailed location information. No resurfacing within GDOT rights-of-way will be required.

The project will be funded by GDOT Local Maintenance Improvement Grant funds and local funds. The Post Road Pittman Creek Section shall be widened from an existing 20 feet to a proposed 22 feet. Grass should be stripped from one foot on each side of existing pavement and a full width of 22 feet shall be included in the FDR process. Minor grading and shoulder shaping should be performed to ensure a smooth pavement-to-shoulder transition while allowing for proper surface water runoff. The College Street section has a variable asphalt width (from 20 to 26 feet as depicted on the site map on page 22) which should be maintained during the FDR process. Care shall be taken to avoid damage to existing manholes, water valves, gas valves, concrete curb and gutter, or other features in the College Street section. Centerline and edge thermoplastic striping and shoulder improvement/restoration/grassing (except where curb is present at College Street section) is included in the scope of services. Work on the project is to be performed in accordance with provisions and requirements set forth by Georgia Department of Transportation (GDOT). The Contractor is required to complete this contract within 90 days after Notice to Proceed is issued by Jasper County.

Proposals will be evaluated on criteria deemed to be in the County's best interests to include, but not be limited to, ability to perform the required work as specified, pricing, scheduling, information provided by references, experience in providing the required work.

1. PURPOSE

- 1.1 The intent of this invitation is to obtain competitive sealed bids from qualified Contractors. 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. PREPARATION AND SUBMITTAL OF BIDS

- 2.1 Sealed bids will be received by the County Manager, Mike Benton, until 2:00 pm on Thursday, July 30, 2020. Late bids will not be considered nor returned.
- 2.2 To bid on this contract, you must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list.
- 2.3 Each bidder must use the attached bid form for submitting his or her bid. Bidder must show a unit price for each item for which a bid is submitted. By executing the Contract, the bidder acknowledges that he has read and understands this invitation and agrees to be bound by its terms and conditions.
- 2.4 The County may revise the bid documents by issuing written addenda prior to the bid opening. Acknowledgement of receipt of addenda by initialing the bid form is required. Failure to bid or propose in accordance with addenda may be cause for rejection. If deemed appropriate, the County may postpone the bid opening to

provide bidders sufficient time to respond to an addendum. Any change which is not issued by the County Engineer or County Manager as a written addendum shall not be binding upon the County.

2.5 Bids may be submitted by US mail, common carrier, or may be delivered in person. Faxed or emailed bids are not acceptable. All bids must be received by the County Manager on or prior to the bid due date and time as specified.

2.6 Bids must be returned to Jasper County Manager as stated in the Advertisement for Bids page of this document.

2.7 Jasper County shall not be responsible for bids which are improperly addressed or are directed to an incorrect department. Bids which are not received by the County Manager by the time and date specified shall be considered late and shall not be considered for award.

2.8 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.

2.9 Bids 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 sixty (60) days following such time.

2.10 The following items shall be included in bidders' submittals:

- a. Completed and signed Bid Form with corporate seal, if applicable
- b. Executed Bid Bond or cashier's check in the amount of 5% of the total bid
- c. Qualifications and experience summary. Contractor shall summarize his or her qualifications, years in business, and experience in providing the level and type of service specified in the bid. Submittal of a list of similar projects recently completed is encouraged. The Contractor shall be prepared to demonstrate that he or she is properly licensed and insured in Georgia.
- d. Professional references related to projects of similar size and scope with reference phone numbers and email addresses.
- e. Completed E-Verify affidavit(s) as appropriate.

2.11 Unless otherwise specified, only one copy of the bid submittal items need be provided. The items should be typewritten or printed in ink. Any changes or corrections must be initialed by the person signing the bid documents.

2.12 All bids will become property of the County and shall not be returned to the Contractor(s).

2.13 It is the responsibility of the Contractor to inquire about any part of this invitation to bid (ITB) that are unclear, incomplete, ambiguous, or are not understood. Responses to inquiries, if they change or clarify the ITB in a

substantial manner, will be emailed as addenda to all parties entered onto the planholders list, having received a copy of the ITB. The County will not be bound by oral responses to inquiries or written responses other than formal addenda. Inquiries about the ITB should be emailed to the Engineer, Robert Jordan, at Jordan Engineering, Inc., robert@jordan-eng.com.

2.14 The Contractor is encouraged to visit and examine the site prior to submittal of a bid to assess existing conditions. A pre-bid inspection is not mandatory, but no allowance or payment will be subsequently made for any site condition that would have been ascertainable by making a site inspection.

3. PRICING

3.1 All prices shall be F.O.B. destination (job site) and shall include all charges such as shipping, handling, processing, et cetera that may be incurred in fulfilling the terms of this Invitation to Bid.

3.2 Prices submitted herein shall remain firm, regardless of changes that may occur because of manufacturer or production changes, factory shutdowns, delivery schedules, et cetera.

4. ALTERNATES

4.1 Alternates will not be accepted unless requested by the County.

5. INTERPRETATION OF BID

5.1 All inquiries regarding bidding procedures should be directed to Robert Jordan at Jordan Engineering, robert@jordan-eng.com.

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 Jasper County Board of Commissioners, county employees, or county representatives by a vendor or a vendor's representative concerning this invitation to bid 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 or the documents comprising this bid.

6. ORDER OF PRECEDENCE

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

7. AWARD

- 7.3 Jasper County reserves the right to reject any or all bids, to waive any technicalities, formalities, or minor irregularities in submittals and, unless otherwise specified by the bidder, to accept any item in the bid.
- 7.4 The proposed construction will be awarded in one contract and the award will be based on the total bid amount and other considerations that may benefit the County. Unit prices shall prevail over extended item totals in case of an arithmetic error.
- 7.5 Jasper County is exempt from excise taxes, including transportation and sales tax, and in no case shall such taxes be included in bid prices. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item. Where applicable, tax exemption certificates will be furnished to supplier.
- 7.6 It is agreed by the parties hereto that delivery of materials by the supplier to the common carrier does not constitute delivery to the County or any political subdivision or department thereof.

8. DELIVERY POINT

- 8.1 All work shall be completed at the job site(s) and shall be coordinated with the County Manager and the County engineering representative, Jordan Engineering, Inc. A County-selected geotechnical testing firm will be providing inspections and materials testing for this project at no cost to the Contractor; however, the Contractor is responsible for provision of any inspections and/or testing that may be required to properly construct the project.

9. CONTRACT ADMINISTRATION

- 9.1 Bidders shall indicate the representative responsible for contract administration and project communication in the space provided on the Bid Form.

10. LISTING OF EXCEPTIONS

- 10.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.
- 10.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications. Should the item(s) not comply, and the exception is not indicated, then the item(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 item not comply, and an exception not be 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.

11. COMPLETION TIME AND LIQUIDATED DAMAGES

- 11.1 Unless otherwise extended by approved Change Order(s), the Contractor shall complete its performance of this contract within ninety (90) calendar days from date of receipt of the written Notice to Proceed from Jasper County.
- 11.2 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 two hundred dollars (\$200.00) per calendar day.
- 11.3 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 County due to any delay by Contractor in completing its performance in a timely fashion. Such liquidated damages are intended to be the County's damages for delay in performance by the Contractor, and the parties hereby agree that such damages are reasonable considering 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 the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Such damages are hereby agreed to be damages rather than a penalty.

12. BREACH OF CONTRACT

- 12.1 In the event of a material breach of this Contract by Contractor that continues for ten or more calendar days after a written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to the Contractor by the County, if Contractor does not either cure or commence to cure such breach within such ten calendar day period, the County 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.
- 12.2 In the event of: A) any failure of County for ten or more calendar days to make any payment when due, or B) any other material breach of this Contract by the County which shall continue for ten 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 County by the Contractor, and if the County does not either cure or commence to cure such breach within such ten 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 County if the breach remains uncorrected.

12.3 All remedies available to the County with respect to the Performance Bond and Payment Bond will remain in full force in the case of a contract breach.

13. DELAYS BEYOND CONTROL OF CONTRACTOR

13.1 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 County.

13.2 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.

13.3 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 the County Manager in writing within fifteen calendar days of 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.

14. CHANGES

14.1 The County, 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 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.

15. WARRANTY

15.1 The warranty period shall be for one 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.

16. INSURANCE REQUIREMENTS

16.1 The Contractor shall be responsible for every part of his or her work and for all materials, tools, equipment, appliances, and properties of any 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.

16.2 The Contractor, during the continuance of work under the Contract, shall maintain the following insurance coverages:

- A. Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 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 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. 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 County, against 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.

16.3 Contractor further agrees to protect, defend, indemnify, and hold harmless Jasper County, its commissioners, officers, agents, and employees from and against any liability incurred whatsoever as a result of the work performed pursuant to the terms of this bid.

16.4 Contractor shall notify the Owner, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, et cetera. 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.

16.5 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 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.

16.6 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.

16.7 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.

17. BONDING REQUIREMENTS

17.1 Bid Security

17.1.1 The 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 Jasper County Board of Commissioners. The Bid Bond shall be forfeited to Jasper County, 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 bidder has been awarded the Contract.

17.1.2 The Bid security of the successful bidder will be retained and in effect until such bidder has executed the Contract and furnished Performance and Payment Bonds. 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, Jasper County may nullify the Notice of Award and the Bid security of that bidder will be forfeited to Jasper County, Georgia as liquidated damages.

17.1.3 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 sixty-first (61st) day after the bid opening, whereupon Bid security furnished by such bidders will be returned.

17.2 Contract Security

17.2.1 If an award is made, the successful bidder shall furnish, within fifteen (15) calendar days after award date, Performance and a Payment Bonds, each in an amount of one hundred percent (100%) of the total Contract price.

17.2.2 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 and title and shall show Jasper County Board of Commissioners as holder.

18. ACCURACY AND QUALITY OF WORK

- 18.1 The Contractor shall be responsible for the accuracy and quality of the work performed and shall promptly correct its errors and omissions without additional compensation.
- 18.2 Acceptance of the work by the County 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.
- 18.3 At any time during the construction of the improvements specified for this project 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 County 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 County and its agents as provided in this Agreement.

19. PERMITS

- 19.1 Contractor shall be responsible for obtaining, at his or her own cost, all permits, manifests, or other documents required for the Project. Additionally, the Contractor and sub-contractors shall comply with all federal, state, and local ordinances, rules, and regulations in the performance of this project. The owner shall waive any County permit fees required.
- 19.2 Jasper County will *assist* the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction. Jasper County 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 your dig" laws and requirements.

20. PAYMENT

- 20.1 Payment will be made using the percentage of completion method up to ninety percent (90%), with the Owner retaining the final ten percent (10%) compensation until Contract completion. Invoices will be paid within 30 days after approval by the Engineer and/or Project Manager. The County's determination of percentage complete shall prevail.
- 20.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, the amount to which said subcontractor is entitled. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor

to make payments to sub-subcontractors, if applicable, in similar manner.

20.3 Neither the Owner nor the Engineer and/or Project Manager shall be obligated to pay or ensure the payment of money to a subcontractor.

20.4 Payment to material suppliers shall be treated in a manner like that provided in section 20.1.

21. OWNERSHIP OF DOCUMENTS

21.1 Reports and all relevant data such as maps, diagrams, plans, 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 County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County.

22. NEWS RELEASES BY VENDOR

22.1 As a matter of policy, the County does not endorse the products or services of contractors. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County. All proposed news releases shall be routed to the County Manager for review and approval.

23. SEVERABILITY

23.1 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.

24. NON-COLLUSION

24.1 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.

25. INDEMNIFICATION

25.1 Vendor agrees to indemnify and hold harmless Jasper County, its employees, officers, and agents for any claim or liability arising under this contract due to any act or omission of the Vendor.

26. CONFLICT OF INTEREST

26.1 By signing the Supply Service Contract form, the Contractor certifies that employees of the 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 Jasper County; nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Jasper County.

26.2 No employee of Jasper County shall be financially interested or have any personal beneficial interest either directly or indirectly 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 County.

27. DRUG-FREE WORKPLACE CERTIFICATION

27.1 By signing the Supply Service Contract form, the undersigned further certifies that they have complied with in full the requirements of Official Code of Georgia Annotated, Section 50-24-3.

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.

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

28. COMPLIANCE WITH STATUTES

28.1 The Vendor shall comply with all laws, ordinances, rules, and regulations of any governmental entity pertaining to the supply of any items or services to the County pursuant to this invitation to bid and the resulting contract.

29. CONTRACT PROVISIONS

- 29.1 This project is being let to contract by Jasper County Board of Commissioners using the most current and applicable Standard Specifications of the Georgia Department of Transportation and the supplemental specifications. Work shall conform to these documents and they shall become a part of the agreement by reference.
- 29.2 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 Jasper County Board of Commissioners.
- 29.3 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.
- 29.4 Jasper County will assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction. This shall not relieve the contractor's responsibility to comply with all applicable "call before you dig" laws and requirements. Jasper County shall be held harmless for any delays or inconveniences caused by any utility companies. Relocation of underground gas mains and fiber optic cables will be by others.
- 29.5 All materials and workmanship must be inspected and approved by the Jasper County Project Manager, Engineer, or designated agent prior to payment. All references to Engineer shall be deemed to mean engineer representative for Jasper County.

30. SPECIAL PROVISIONS - GENERAL

- 30.1 General: This Special Provision is a supplement to the Standard Specifications, setting forth specific procedures, and does not relieve the Contractor of any responsibilities placed upon him or her by the Standard Specifications.
- 30.2 The existing earth shoulder shall be bladed to a smooth and uniform section on shoulders and slopes. Any excess and/or undesirable material will be loaded and hauled away by the contractor to a pre-determined location as provided by Jasper County at no cost for the disposal of the material to the contractor. Once the material is hauled to designated location it will become the property of Jasper County. The contractor is responsible for hauling the material at no cost to the County.
- 30.3 Following resurfacing at existing drives, the Contractor, at the direction of the Engineer, shall remove and replace with like material portions of the remaining drive located within the right-of-way necessary to affect an acceptable tie-in. All costs incurred in the removal and replacement shall be included in the bid price.

- 30.4 The Contractor shall notify Jasper County within one week of starting work. A pre-construction meeting may be held, at the discretion of the County, before start of work.
- 30.5 Low and soft shoulder signs are to be placed by the Contractor before the commencement of construction on non-curb and gutter roads. Signs are to be placed at every intersection and every mile.
- 30.6 Geotechnical and/or material testing as deemed appropriate by Jasper County will be performed by a testing consultant at the expense of the County.
- 30.7 Cleaning of vehicles driven through approved, open travel lanes at the site by the public or by Jasper County representatives due to prime coat accumulation will be the responsibility of the Contractor.
- 30.8 At the time the contractor places construction signs or commences any site work, whichever occurs first, he or she will be responsible for the operating conditions of the area until the work is completed and the guaranty period has expired.
- 30.9 Protection and Restoration of Property and Landscape: If necessary for completion of project, the Contractor shall be responsible for removing and relocating all mailboxes so that they are in compliance with U.S. Postal Service regulations. Mailboxes must be replaced in-kind. As soon as construction has progressed beyond the stage where a mailbox may be installed in its permanent position, the Contractor shall coordinate installation with the patron and the Post Office serving the area. All posts and/or mailboxes damaged by the Contractor during performance of this work shall be replaced and installed by the Contractor at his or her expense. Any costs to the Contractor for removing, relocating, or installation of mailboxes as stated above shall be included in the total bid price.
- 30.10 All work will be performed in accordance with the current Georgia DOT Specifications, Construction of Transportation Systems, Section 424, "Bituminous Surface Treatment" and Section 400, "Hot Mix Asphaltic Concrete Construction," and other sections as applicable.

31. SPECIAL PROVISIONS — UTILITY CONFLICTS

- 31.1 Utility companies having facilities that conflict with the construction of this project will be requested by the Contractor to adjust or relocate their facilities prior to construction.
- 31.2 It will be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project.
- 31.3 It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where staged construction is required, it shall be the

Contractor's responsibility to notify the utility owner(s) when each stage of work is completed and the site is available for utility work to proceed.

31.4 Under Georgia Code Section 32-6-171, utility companies are required to remove or relocate their facilities. The Contractor shall provide each utility owner the maximum possible notice requesting the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

31.5 The Department 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. Relocation delays by utility owners will be considered by the County in calculating contract time.

31.6 The determination of all utility conflicts on this project is currently in progress. Information regarding utility conflicts will be forwarded to the Contractor upon receipt.

32. SPECIAL PROVISIONS – SITE CONTROL AND PROJECT LIMITS

32.1 The Contractor will be responsible for establishing the existing horizontal and vertical alignments as necessary for proposed road improvements. The Contractor, without additional compensation, will furnish and set all stakes, templates, and other devices as necessary to control and properly execute the work. The Contractor should maintain a 2% crowned cross-slope slope except in super-elevated curve areas.

32.2 The Contractor shall stake the right-of-way as he deems necessary to properly execute the work. When and if such stakes or lines are given by Jasper County or its agents, the Contractor shall satisfy himself to their accuracy and will be responsible for the correctness thereof. The Contractor shall also be held responsible for the proper use, interpretation, and preservation of all stakes and marks. In the event any of the stakes or marks provided by the County are willfully or carelessly destroyed, distributed, or defaced by the Contractor, the Contractor shall be responsible for their replacement.

32.3 Appropriate erosion control measures shall be installed, to the greatest practical extent, prior to mass land disturbance. Particular care shall be exercised near State Waters, stream banks, wetlands, and other sensitive areas to ensure that these areas are not adversely affected.

32.4 Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved in advance by the Engineer.

32.5 Construction activities within wetland areas or other environmentally sensitive areas are prohibited except as specified.

32.6 Sediment control devices installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, is reached.

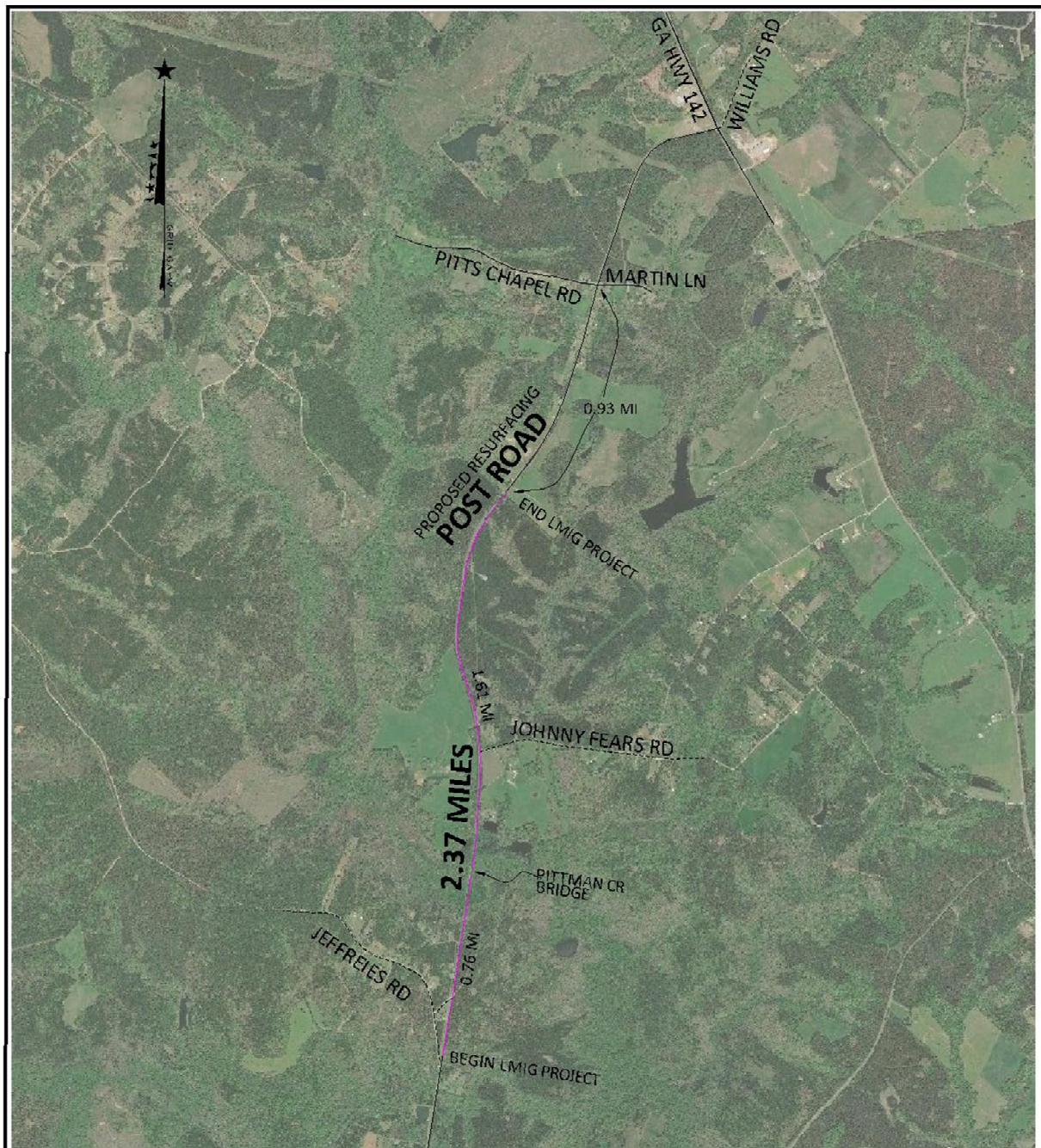
33. TRAFFIC CONTROL

- 33.1 The Contractor will be responsible for Traffic Control on this project.
- 33.2 The Contractor shall furnish, install, and maintain all necessary barricades, suitable and sufficient lights, danger signals, warning signs, and other traffic control protection devices in accordance with the State of Georgia and the Manual of Uniform Traffic Control Devices (MUTCD), current edition.
- 33.3 The Contractor will be responsible for development and implementation of a traffic control plan and for maintenance of traffic and traffic control throughout the project limits while maintaining access to all side streets and driveways. If requested, the Contractor will be responsible for submitting a traffic control plan to the Jasper County Engineer and/or the County Manager for approval. The Traffic Control Plan shall ensure that traffic in each direction will remain open at all times. The Contractor shall keep the portion of the site being used by public traffic in such condition that traffic is accommodated at all times.
- 33.4 Roads closed to traffic shall be protected by effective barricades and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition when in use. As soon as construction advances to the extent that temporary barricades and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.
- 33.5 Costs of furnishing, installing, maintaining, and removing protective traffic control devices and all other work associated with traffic control will be paid for as a lump sum traffic control bid item. The Contractor will retain ownership of all traffic control and temporary warning devices after completion of the project.

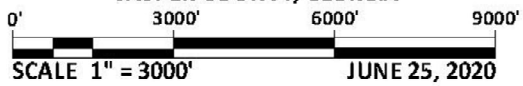
34. EROSION AND SEDIMENTATION CONTROL

- 34.1 The Contractor will be responsible for establishing and maintaining appropriate erosion and sedimentation control on this Project as per State of Georgia statutes.
- 34.2 The Contractor shall furnish, install, and maintain all necessary erosion control devices including, but not limited to, silt fence, ditch checks, berms, brush barriers, storm drain outlet protection, and other best management practices in accordance with the Erosion and Sedimentation Act of 1975 as amended 2001 and in accordance with Section 161 of GDOT Standard Specifications, as applicable.
- 34.3 The Contractor will be responsible for any erosion control measures (including storm water monitoring) which may be required as a result of construction methods and construction staging. Contractor is responsible for any storm water NPDES permitting which may be required, as well as subsequent storm water monitoring and reporting. The cost of complying with these requirements will not be paid for separately but shall be included in the overall bid submitted.

35. SITE MAP – POST ROAD PITTMAN CREEK SECTION



2020 LMIG SITE LOCATION MAP FOR
POST ROAD - PITTMAN CR SECTION
 (NORTHERN SECTION)
 JASPER COUNTY, GEORGIA



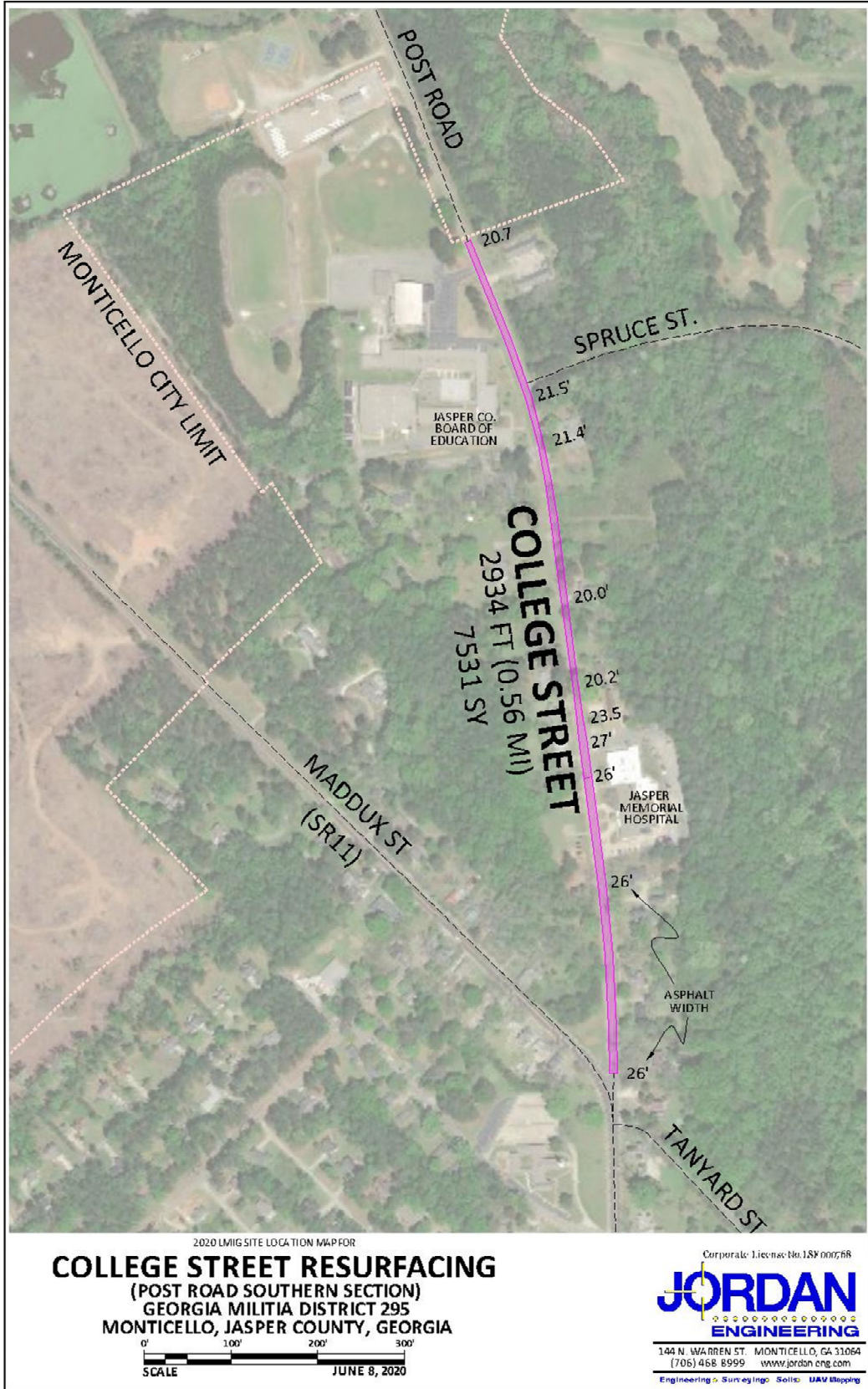
JORDAN
 ENGINEERING

144 N. WARREN ST. MONTICELLO, GA 31064
 (706) 468-8999 www.jordan-eng.com

Engineering • Surveying • Soils Classification

S:\CIVIL\JASPER 2020 LMIG POST RD\POST RD LOCATION MAP 2020 LMIG 2.37 MI.DWG June 25, 2020

36. POST ROAD (COLLEGE STREET)



S:\CIVIL\JASPER COLLEGE STREET\JASPER COLLEGE STREET RD.DWG June 8, 2020

2020 JASPER COUNTY LMIG PAVING PROJECT
Anticipated Project Schedule

1. Advertisement posted – June 25, 2020
2. Pre-Bid meeting – N/A
3. Deadline for questions submittal – Friday, July 24, 2020
4. Bid opening – Thursday, July 30, 2020, at 2pm at the Jasper County Courthouse
5. Contractor Selection and Bid award – Anticipated at County Commission meeting on Monday, August 3, 2020
6. Notice to Proceed – Anticipated by August 14th, 2020
7. Project completion – by about November 14th, 2020 (within 90 days of Notice to Proceed)

BID FORM (Page 1 of 3)
2020 Jasper County LMIG Paving Project

**Post Road Pittman Creek Section (2.37 mi):
 Full-Depth Reclamation and Overlay
 and Pearson Creek Bridge Approach Repair**

Bidding Company:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, bonding, traffic control, misc.	1	LS	\$	\$
2	Traffic control, signage, etc.	1	LS	\$	\$
3	Grading complete (2' shoulder building)	4.74	LM	\$	\$
4	Full-depth (10") reclamation of base	30589	SY	\$	\$
5	Portland cement (type 1 or 2) 47.5 lb/sy (includes prime coat)	726	TN	\$	\$
6	Asphalt overlay: 12.5 mm Superpave recycled asphalt 2" thickness (220 lb/sy)	3365	TN	\$	\$
7	Temporary and permanent grassing	2.4	AC	\$	\$
8	Thermo traffic stripe 5 in white (edge)	4.74	LM	\$	\$
10	Thermo traffic stripe 5" yellow (dbl centerline)	2.37	LM	\$	\$
11	Total repair cost for Pearson Creek Bridge northern approach (20'wide x 10' long)	1	LS	\$	\$

**Total Cost – Post Road Pittman Cr Section
 and Pearson Creek Bridge Approach: \$ _____**

Note 1 -- Jasper County reserves the right to increase or decrease the length of the project due to funding and budget available for this project.

Note 2 – See Section 424 GDOT Standard specifications, Bituminous Surface Treatment, construction of transportation systems

BID FORM (Page 2 of 3)
2020 Jasper County LMIG Paving Project

College Street Section (0.56 mi):
Full-Depth Reclamation and Overlay

Bidding Company:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, bonding, traffic control, misc.	1	LS	\$	\$
2	Traffic control, signage, etc.	1	LS	\$	\$
3	Grading complete (2' shoulder building)	0.68	LM	\$	\$
4	Full-depth (10") reclamation of base	7531	SY	\$	\$
5	Portland cement (type 1 or 2) 47.5 lb/sy (includes prime coat)	179	TN	\$	\$
6	Asphalt overlay: 12.5 mm SP recycled asphalt 2" thickness (220 lb/sy)	828	TN	\$	\$
7	Temporary and permanent grassing	0.56	AC	\$	\$
8	Thermo traffic stripe 5 in white (edge)	1.12	LM	\$	\$
10	Thermo traffic stripe 5" yellow (dbl centerline)	0.56	LM	\$	\$

Total Cost – College Street Section: \$ _____

Note 1 -- Jasper County reserves the right to increase or decrease the length of the project due to funding and budget available for this project.

Note 2 – See Section 424 GDOT Standard specifications, Bituminous Surface Treatment, construction of transportation systems

TOTAL LUMP SUM COST – ENTIRE PROJECT \$ _____

Total Lump Sum Bid Amount (written out):

BID FORM (Page 3 of 3)
Signature Page
2020 Jasper County LMIG Paving Project

Certification of Addenda Receipt

Addendum 1 Date: _____ Initial to acknowledge receipt _____

Addendum 2 Date: _____ Initial to acknowledge receipt _____

Bidder Signatures

I have read and understand the requirements of the bid documents and agree to provide the required services in accordance with the specifications. The total bid amount shall include all labor, materials, and equipment to provide the services as described including any travel or per diem expenses, permitting expenses, and any other miscellaneous expense involved.

Submitted by:

(Firm Name)

Contractor representative/title (printed): _____

Contractor representative (signature): _____
Date

Contractor office address:

Street: _____

City: _____ State: _____ ZIP _____

Email: _____ Phone: _____

Web site: _____

Agent SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2020

NOTARY PUBLIC

My Commission Expires:

E-Verify Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed _____ 2020 in _____ (city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:

E-Verify Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 _____ on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed _____ 2020 in _____ (city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2020.

NOTARY PUBLIC