

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

**FANNIN COUNTY
2022 LMIG
PAVING PROJECT**

NOTICE TO BIDDERS

Sealed Bids for the construction of FANNIN COUNTY 2022 LMIG PAVING PROJECT will be received by the Fannin County Board of Commissioners, 400 West Main St. Ste. 100 Blue Ridge, GA 30513, until 2pm on August 9th, 2022.

The work to be done consists of cleaning, tacking, and placing an asphaltic overlay, on roads in Fannin County, Georgia.

The winning bidder will be required to do the following:

1. Provide a payment and performance bond for the full Contract amount.
2. Provide the County a copy of certificate of insurance with the County as additional insured.
3. After the award of the contract and before the start of work, attend a preconstruction conference with representatives of the County. The conference will serve to acquaint the participants with the general plan for the paving of the streets and to discuss any special conditions that the County may have that may alter the original bid price.

No bids will be received or accepted after the above specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder. Fannin County has the right to refuse any and all bids presented by all contractors.

Please direct inquires and questions to Zach Ratcliff, Public Works Director at 706-632-5481, zratcliff@fannincountyga.org

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

The project consists of shoulder clipping, cleaning, tacking, and the placement and compaction of overlays as defined on the Bid Form. Prior to installation and compaction of the 1.5" surface course contractor must complete leveling course, edge repair, and pothole repair. Total tonnage is estimated at 10,475 tons. Any excessive drop off depths of new asphalt edge must be backfilled. Work hours will be restricted to daylight hours only. The contractor will be allowed to place signage on tripods. It is required to post advanced warning signs on this project. Any and all manholes or valves located requiring risers will be installed by the contractor and not covered over with asphalt. All risers will be furnished by the County.

2. RECEIPT AND OPENING OF BIDS

Fannin County invites bids on the forms attached hereto. All blanks must be filled in appropriately. Bids will be accepted until 2pm on August 9th 2022 at Fannin County Board of Commissioners 400 West Main St. Ste 100, Blue Ridge, GA 30513

Each bid must be submitted in a sealed envelope bearing on the outside the following information:

- a. Name of project
- b. Contractor's name
- c. Contractor's address

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Fannin County, Georgia.

Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be opened. Bidders must comply with all applicable licensing requirements.

Fannin County reserves the right to reject any and all bids and to waive any informality in bidding.

3. PREPARATION OF BIDS

Each bid must be submitted using County forms, and must include in the initial sealed envelope the following fully executed items:

- a. All written bids on the form provided; all spaces complete in ink or typewritten.
- b. Bid security in form of Bid Bond or certified check in the amount of 5% of the bidder's proposed bid.

4. BID GUARANTEE REQUIREMENTS

The County requires a bid bond or certified or cashier's check on a solvent bank payable to Fannin County in the amount of 5% of the bid must accompany the proposal. Said instrument to remain in effect until (and will be returned only after) the contract has been fully executed and secured.

The County requires that the successful bidder shall execute payment and performance surety bonds in the amount of the contract award; said bond to be subject to the approval of the Board of Commissioners of Fannin County.

The County requires that all bonds shall be issued by a surety company licensed to do business in the State of Georgia.

The County requires that the bidder submit a bid guarantee as a guarantee that:

- a. Bidder shall not withdraw bid for thirty (30) days after opening of proposals without the County's written consent.
- b. If bid is accepted, bidder will enter into a formal contract with the County, within ten (10) days after receipt of contract documents for execution.
- c. If bid is accepted, bidder will execute required Payment/Performance Bonds within ten (10) days after receipt of contract.
- d. Contract between County and Contractor will be submitted to the Contractor for signature, then returned to the County for signature. Payment and Performance Bond and all certificates of insurance must be submitted by the Contractor at the same time as he returns the signed contract to the County. Bidder shall be liable to the County for full amount of bid guarantee as representing damage to the County on account of default of bidder in any particular thereof if:
 1. Bid is withdrawn within thirty (30) days after receipt of bids without approval of the County.
 2. Bidder fails to enter into contract with County and execute required Performance Bond and provide required insurance coverage within ten (10) days subsequent to notice of award of contract.

5. STATE OF GEORGIA AND FEDERAL CONTRACTOR REQUIREMENTS

1. Bidders must provide an E-Verify Contractor Affidavit under O.C.G.A. § 13-10-91
2. Bidders must provide a valid Form W-9.

6. EXAMINATION OF SITE

Before submitting a bid, the bidder shall personally visit the site of proposed work and arrive at a clear understanding of the conditions under which the work is to be performed. No consideration will be allowed subsequently by reason of error or oversight on the part of the bidder or on account of interference by either the County or existing conditions, or for errors and or omissions from the Contract Documents. Neglecting any of the above requirements will not be acceptable as reason for delay in the work or for adjustments or the contract sum.

7. TIME OF COMPLETION

Work shall begin immediately upon date indicated on the Notice to Proceed and shall be completed in accordance with the following schedule:

WORK SHALL BE COMPLETED WITHIN SIXTY (60) CALENDAR DAYS.

8. INDEMNITY

The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

9. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance. The certificates shall contain the following express obligation:

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	500,000
Bodily Injury Liability Except automobile	500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except automobile	500,000 each occurrence 500,000 aggregate
automobile Bodily Injury Liability	500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

FANNIN COUNTY 2022 LMIG PAVING PROJECT

Item	Street	Approx. Length in Feet	Approx. Width	Approx. Tonnage	Unit Price	Total Price
1	Cutcane Road	44,000	22-24'	9,700		
2	Friendship Road	3,600	22'	775		
	Total Price					

In compliance with your legal Notice to Bidders for the Fannin County 2022 LMIG Asphalt Paving Project; the undersigned bidder, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project BIDDER agrees that his bid shall be good and may not be withdrawn for a period of THIRTY (30) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within TEN (10) days and deliver insurance coverage as required by the Instructions to Bidders.

Total Quoted Price _____ (_____)

BY: Contractor's Name

Signature Title

Printed or Typed Name

Business Address

CONTRACT

This contract made and entered into this ____ day of _____ 2022, by and between,

_____ parties of the first part, hereinafter called the "CONTRACTOR," and Fannin County, through its governing body and authorized representative, party of the second part, hereinafter referred to as the "COUNTY."

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

- 1. The CONTRACTOR shall, in a good and workmanlike manner and at his own cost and expense, furnish all labor, materials, plans, equipment, tools and such other accessories necessary for the proper and complete Fannin County 2022 LMIG Asphalt Paving Project in the COUNTY including any and all incidental and collateral work required.
- 2. It is expressly understood and agreed by the parties hereto that the Notice to Bidders, Instruction to Bidders, Proposal, Contract, Specifications and other items hereto, including any drawings, explanations, and instructions to CONTRACTOR are each and all, herein incorporated by reference and together with this Construction Contract constitute the Contract.
- 3. The work shall be completed within sixty (60) calendar days after the date which the CONTRACTOR is to start the work as provided in the Contract Documents.
- 4. The Contract Price set forth under Paragraph Five (5) below and subject to adjustment modifications as provided therein, shall represent the total of all sums due the CONTRACTOR for work installed under this Contract. No verbal or written order of the COUNTY or any of their employees shall modify or act as a waiver of the Contract Price.
- 5. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the COUNTY, the COUNTY shall pay and the CONTRACTOR shall receive the lump sums and/or unit prices stipulated in the Contractor's Proposal in the total amount of dollars and cents (\$), which total sum shall be known as full compensation of the Contract Price.

EXCECUTED THIS _____ DAY OF _____, 2022.

FANNIN COUNTY

CONTRACTOR

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SPECIFICATIONS

SCOPE OF WORK

The work to be done under this specification shall consist of: (1) Clipping road shoulders (2) Sweeping and Cleaning the existing asphalt surfaces; (3) Leveling, edge repair, pot hole repair and applying a tack coat followed by the placing and compacting of the 1.5" hot-mix asphalt surface course; and (4) All intersections of streets within the designated areas shall be paved to the radius for turnouts, unless instructed otherwise by the COUNTY. (5) Any excessive drops off depths created by new asphalt edge shall be back filled. (6) The center of the streets will be marked by the CONTRACTOR, with yellow marking tape squares as needed for the drivers to locate the centerline until a permanent line is painted.

CLEANING & SWEEPING

All existing roadway pavement shall be cleaned by mechanical sweeping and blowing prior to placing the tack coat. Sweeping and blowing shall remove all vegetation, dirt, gravel, and loose rock before placing the tack coat.

HOT MIX ASHALT SURFACE COURSE

1. **GENERAL:** The mix type shall be **9.5mm type 2 SUPER PAVE with lime**. The hot-mix asphalt surface course shall consist of one course constructed on the existing asphalt surface in accordance with the requirements of the specifications and shall be constructed in conformity with the existing lines, grade, and compacted thickness of 1.5" after compaction. Prior to overlay; leveling, edge repair and pothole repair must be completed.
2. **PLACING THE MIX:** A tack coat (refer to miscellaneous specifications) shall be applied prior to the placing thereon of the surface course. The hot-mix asphalt surface course shall not be placed when weather conditions are unfavorable. The hot-mix asphalt surface Course shall be placed with a self-powered asphalt paver capable of operating at variable speeds and spreading and finishing the mix without segregation, and to the specified depth. **The screed shall be 8'**. The temperature at which the mix shall be placed shall be between 225 and 325 F. Placing the mix shall be in continuous operation and the paver shall place the mix to a smooth surface that is uniform in density and texture.
3. **COMPACTING THE MIX:** The mix shall be compacted immediately after placing. Initial rolling shall follow the paver as close as practical and shall be performed with a power-driven steel roller weighing not less than 8-10 tons. The longitudinal joint shall be rolled first in order to achieve a thoroughly compacted neat joint. Final rolling shall be completed with a pneumatic roller and shall eliminate marks for previous rolling.

MISCELLANEOUS SPECIFICATIONS

TACK COAT: A tack coat of approximately 0.05 to 0.10 gallon per square yard shall be applied where necessary by a pressure distributor designed and operated to distribute the tack coat uniformly, without atomization in the amount and between the limits specified. The material used shall be CRS-2H bituminous emulsion.

In places where the distributor bar cannot reach, a hand spray may be attached to the distributor hose. The tack coat shall be applied on only as much pavement as can be covered with the next successive course of hot-mix asphalt pavement in the same day.

HOT-MIX ASPHALT PLANTS: Batch or continuous mix plants used in the production of the hot-mix asphalt paving mixtures specified herein shall be capable of satisfying the requirements of the Georgia Department of Highways Standard Specifications with a 9.5mm SUPER PAVE type 2 mixture with lime on ALL STREETS.

TRAFFIC CONTROL: Traffic shall be directed through the project with signs, barricades, devices, flagmen, and pilot vehicles.

SAFETY: Company safety precautions shall be used on all job sights.

All Occupational Safety and Health Act requirements shall be observed.

METHOD OF MEASUREMENT: **The quantities to be paid for will be measured by number of tons of asphalt paving mixture actually used in the work.** The mixture shall be measured by truck scales or, if the plant is so equipped, by an automatic batching and mixing control system with an automatic digital printer for batch weights and component materials weights. Provide the COUNTY'S representative with one ticket for each truck load delivered to the job site.

BASIS FOR PAYMENT: The quantities measured as herein before described will be paid for at the contract unit bid price for each ton of asphalt in place. Payment will be in full compensation for furnishing all materials: for mixing, hauling, and placing the asphalt mixture; for rolling, for use of equipment, tools, and incidentals; and for traffic control necessary to complete the work in accordance with these specifications.

PARTIAL PAYMENTS: At the end of each calendar month during the life of the Contract, the Contractor may prepare an estimate of the quantities of work completed and of the total amount due therefore. On or before the fifteenth (15th) day of the following month the City will make a partial payment to the Contractor equivalent in the amount to the value of all work done to the end of the preceding month, less ten (10) percent of such amount to be retained, less previous payments.

The retained amounts shall be held by the County until final completion and acceptance of all work contemplated under the Contract, at which time the retained amounts and other documents then due shall be paid in full.

