

CITY OF ELBERTON, GEORGIA

REQUEST FOR BIDS

BID TITLE 2019 T-SPLOST Asphalt Paving
ISSUE DATE Tuesday, July 16, 2019
DUE DATE **Friday, August 16, 2019 at 2:00 p.m.**

The City of Elberton is seeking competitive bids for asphalt paving & milling services as specified on the enclosed bid summary sheet. Services must conform to the GDOT Standard Specifications on Construction of Transportation Systems.

Sealed bids will be received by the City Clerk of the City of Elberton until 1:59 pm local time on the date above at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at City Hall located at 203 Elbert Street. No bids may be submitted after the bid opening begins. The bidder is solely responsible for submission of his bid.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

The City of Elberton reserves the right to evaluate bids, to reject any and all bids, to waive formalities within the scope of authority, and further specifically, the city reserves the right to make award in the best interest of the City of Elberton.

Direct all questions on bidding procedures to: Cindy Churney, City Clerk
203 Elbert Street
P. O. Box 70
Elberton, Georgia 30635-0070
(706) 213-3105
cchurney@cityofelberton.net

Direct all questions on the project to: Kevin Eavenson, Public Works
Director
105 Gordon Street
Elberton, Georgia 30635-0070
(706) 213-3227
keavenson@cityofelberton.net

SECTION 00020
Invitation to Bid

2019 T-SPLOST Asphalt Paving
City of Elberton
Elberton, Georgia

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for 2.43 miles of asphalt paving on nine city streets will be received by the Owner at the City of Elberton Municipal Building, 203 Elbert Street, Elberton, Georgia, until 2:00 p.m., local time, on Friday, August 16, 2019, and then at said office publicly opened and read aloud.

The Project consists of the following major elements:

- Asphalt overlay (1-1/2") of 9.5 MM Superpave (402-3102) of 7 city streets
- Milling and paving (2") of 9.5 MM Superpave (402-3102) of 2 city streets
- Pavement markings of solid yellow stripe (652-2502) and solid white strip (652-2501) on the nine streets of the project.

All work shall be completed in accordance with Plans, Special Provisions, and the latest edition of the Georgia Department of Transportation Standard Specifications, applicable Supplemental Specifications, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The work will be awarded in one Contract.

The Instructions to Bidders, Bid, Contract Agreement, Drawings, Specifications and forms of Bid Bond, Performance Bond, Payment Bond and other Contract Documents may be examined and obtained at the following:

City of Elberton
Attn: City Clerk
203 Elbert Street
Elberton, Georgia 30635
(706) 213-3100
www.cityofelberton.net

Each Bid must be accompanied by a Proposal Guaranty consisting of a bond, certified check, or negotiable instrument submitted with the bid as assurance that the Bidder, upon acceptance of his/her Bid, will execute such contractual documents as may be required within a specified time, in the amount of Five Percent (5%) of the Total Bid.

Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 Percent (100%) of the Bid.

The Owner reserves the right to reject any or all Bids, to waive informalities and to readvertise.

END OF SECTION

SECTION 00100
Instructions to Bidders

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents include the Contract Agreement, Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the Owner's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. The Contract Documents shall define and describe the complete work to which they relate.

1.02 DEFINITIONS

- A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
 - 1. "Owner" shall mean the City of Elberton, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. [reserved]
 - 3. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 4. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.

5. "Contract Time" shall mean 90 consecutive calendar days as provided in the Contract Agreement for completion of the Project, to be computed from the date of the Notice to Proceed.
6. "Liquidated Damages" shall mean the sum of \$200.00 which the Bidder agrees to pay for each consecutive calendar day beyond the completion date for the Project as defined in these Specifications. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
7. "Products" shall mean materials or equipment permanently incorporated into the Project.
8. "Provide" shall mean to furnish and install.
9. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

1.03 PREPARATION AND EXECUTION OF BID

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
- B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.
- C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Bid for 2019 T-SPLOST Asphalt Paving".
- D. The Bidder shall provide the Bidder's Name and Address on the outside of the sealed envelope.
- E. Any Bid submitted which does not contain the above information on the outside of the sealed envelope will not be opened and will be returned to the Bidder.

- F. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City Clerk at the City of Elberton, P.O. Box 70, 203 Elbert Street, Elberton, Georgia, 30635-0070.
- G. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive and subsequently returned to the Bidder.
- H. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
 - 1. Bids which are not signed by the individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 - 3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". Corporation seal shall also be affixed to the Bid.
 - 4. The Bidder shall complete, execute, and submit all documents which are attached to these Contract Documents.

1.04 METHOD OF BIDDING

The lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the several items, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

1.05 BID MODIFICATIONS

Bid modification by telegraphic communication will not be allowed.

1.06 RECEIPT AND OPENING OF BIDS

The Owner may consider a minor irregularity in any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.07 SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be disclosed to and must be acceptable to the Owner.

1.08 CONDITIONS OF THE PROJECT

- A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.
- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

1.09 NOTICE OF SPECIAL CONDITIONS

If any special federal, state, county, or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails. All work shall be in accordance with Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest edition.

The contract shall be completed in a total construction time of NINETY (90) consecutive calendar days.

1.10 OBLIGATION OF BIDDER

By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.11 METHOD OF AWARD

- A. The Contract will be awarded to the responsive, responsible Bidder submitting the Bid which is in the best interest of the Owner as determined solely by the Owner. Award will be made in part on the basis of the prices given in the Base Bid, not including alternates. Alternates may be awarded at the discretion of the Owner within 10 days after the Notice to Proceed.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.
- D. A responsible Bidder shall be one who can fulfill the following requirements:

1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed 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 reasonably 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 Contract and to complete the Project contemplated therein.
3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

END OF SECTION

SECTION 00300
2019 T-SPLOST Asphalt Paving

THIS BID SUBMITTED TO:

The City of Elberton
ATTN: City Clerk
P.O. Box 70
203 Elbert Street
Elberton, Georgia 30635
(706) 213-3100

(Hereinafter called "OWNER")

THIS BID SUBMITTED BY:

(Name) _____

(Address) _____

(Telephone) _____

(Hereinafter called "BIDDER")

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Elberton in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the City of Elberton with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

Item 1 – Paving Overlay – Asphalt overlay of several city streets inside the city limits of Elberton, Georgia. Paving will consist of 1-1/2” overlay, 9.5 MM Superpave recycled asphaltic concrete type, Type II, Blend 1, including bituminous materials and hydrated lime (402-3102).

Street	Length	Width	Square Footage
Woodland Road	1,694	28	47,432
Thompson Street	500	23	11,500
Willow Street (from Almond to Thompson)	400	25	10,000
McKinley Street (from Almond to Thompson)	390	23	8,970
W. Tate Street (from N. Oliver to Miller)	4,090	30	122,700
Progress Boulevard	3,800	26	98,800
Park Street	1,056	24	25,344
	11,930		324,746

Total Bid for Item 1 – Paving Overlay \$ _____

Item 2 – Milling and Paving – Milling of less than 6” for two city streets inside the city limits of Elberton, Georgia. Paving will consist of 2” asphalt, 9.5 MM Superpave recycled asphaltic concrete type, Type II, Blend 1, including bituminous materials and hydrated lime (402-3102).

Street	Length	Width	Square Footage
Cole Street	560	22	12,320
Bartlett Street	347	25	8,675
	907		20,995

Total Bid for Item 2 – Milling and Paving \$ _____

Item 3 – Pavement Markings – Pavements markings for listed streets after paving. Solid traffic stripe, high build, 5 inch, yellow (652-2502), solid traffic stripe, high build, 5 inch, white (652-2501), and solid white stop bars 24” (652-2501).

Street	Solid Yellow 5” Double Center (LF)	Solid White 5” Each Side (LF)	Solid White 24” by approx. 10 feet stop bars (LF)
Woodland Road	3,388	3,388	10
Thompson Street	1,000	0	20

Willow Street (from Almond to Thompson)	800	0	10
McKinley Street (from Almond to Thompson)	780	0	20
W. Tate Street (from N. Oliver to Miller)	8,180	8,180	10
Progress Boulevard	7,600	0	20
Park Street	2,112	0	20
Cole Street	1,120	0	10
Bartlett Street	694	0	0
	25,674	11,568	120

Total Bid for Item 3 – Pavement Markings \$ _____

OTHER SPECIAL CONDITIONS OF THE BID:

Condition 1: CONTRACTOR will coordinate with OWNER the closure of streets to through traffic during the period of WORK. Most of these street are residential streets with drive-way access to homes.

Condition 2: CONTRACTOR will coordinate with OWNER the timing of the milling of streets in such a manner that allows the OWNER time to place a new street base in position before the final paving by CONTRACTOR. Placement of base will be at the OWNER'S expense and is not a part of this bid.

Condition 3: CONTRACTOR will coordinate with OWNER the marking and raising of any manholes or valves located in the street. This work will be performed by the OWNER at its expense. Manholes and valves include sewer, water, and natural gas.

BID TOTAL, ITEMS 1 THROUGH 3, THE AMOUNT OF:

_____)
DOLLARS (\$ _____)

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the OWNER, and to fully complete WORK under this Contract within 90 consecutive calendar days from and including said date. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter required to complete all work as provided in the Instructions to Bidders.

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, The Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined

upon completion of Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all. Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

All work shall be completed in accordance with Georgia Department of Transportation Construction Specifications Standards, Georgia Erosion and Sedimentation Control Act of 1975, as amended, Section 402 of the Federal Clean Water Act, NPDES GAR 100002, and applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds with ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

BIDDER: _____

By: _____

(Name Signed)

(Name Printed or Typed)

Title: _____

Address: _____

Phone: _____

ATTEST: _____

(Name Signed)

(Name Printed or Typed)

Title: _____

(SEAL)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

NOTE: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 00410

Bid Bond

STATE OF GEORGIA

COUNTY OF ELBERT

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____, as Surety, are
held and firmly bound unto the City of Elberton in the sum of _____
_____ Dollars (\$_____) lawful money of
the United States of America, for the payment of which sum will and truly to be made, we bind
ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for 2019 T-SPLOST Asphalt paving.

NOW, THEREFORE, the conditions of this obligation are such, that if the Bid be accepted, the
Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract
in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form
and manner required by the Contract Documents and execute sufficient and satisfactory separate
Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the
total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise,
it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the
Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful
money of the United States of America, not as penalty, but as liquidated damages.

This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-1
et.seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in
said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same
extents as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said
Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized
officers, on this _____ day of _____, 20__.

CONTRACTOR – PRINCIPAL: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

SURETY: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

Resident agent in state in which Work is to be performed:

Name: _____

Address: _____

Phone: _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00421

Georgia Security and Immigration Compliance Act Affidavit

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Elberton Mayor and City Council has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify*, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Elberton Commissioner at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20__.

[NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-

SECTION 00422
Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20__.

Corporate
Secretary

(Name signed)

(Name printed or typed)

(SEAL)

END OF SECTION

SECTION 00480

Non-Collusion Affidavit of Prime Bidder

STATE OF GEORGIA

COUNTY OF ELBERT

_____, being first duly sworn, deposes and says that:

He or she is _____ of
(Owner, Partner, Officer, Representative or Agent)

the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Elberton Mayor and City Council or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Signed: _____

Title: _____

Subscribed and Sworn to before me this _____ day of _____, 20_____.

(Notary Public) My Commission Expires: _____

(SEAL)

END OF SECTION

SECTION 00500
Contract Agreement

THIS AGREEMENT is dated as of the _____ day of _____, 2019, by and between the City of Elberton, Georgia (hereinafter called "OWNER"), and _____ (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of the following major elements:

- Asphalt overlay (1-1/2") of 9.5 MM Superpave (402-3102) of 7 city streets
- Milling and paving (2") of 9.5 MM Superpave (402-3102) of 2 city street
- Pavement markings of solid yellow stripe (652-2502) and solid white stripe (652-2501) on the nine streets of the project.

ARTICLE 1 – WORK

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Specifications and Construction Drawings. All work shall be completed in accordance with all applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

ARTICLE 2 – CONTRACT TIME

CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of (90) consecutive calendar days.

Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified above, plus any extension thereof allowed by the OWNER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated above) has expired would be the amount of \$200.00.

ARTICLE 3 – CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: _____

ARTICLE 4 – PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with these Specifications.

Progress Payments: CONTRACTOR shall furnish to OWNER, no later than the 15th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. The OWNER will, within thirty days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage and deductions pursuant to the terms of these CONTRACT DOCUMENTS.

Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of the WORK completed, with 10% being withheld as retainage until final completion

If the CONTRACTOR falls behind schedule to the point the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all CONTRACTOR pay requests submitted after the latest time of completion.

Final Payment: Upon acceptance of WORK in accordance with these specifications, OWNER shall pay balance due of Contract Price less payments previously made.

ARTICLE 5 – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by design OWNER in preparation of the Drawings and Specifications.

CONTRACTOR has made or caused to be made examinations, investigations and tests, and studies of such reports and related data, as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

ARTICLE 7 – CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

-
- 7.1 This Agreement
 - 7.2 Exhibits to this Agreement including the following:
Advertisement for Bidders, Instructions to Bidders, Bid Form and associated documents
 - 7.3 Performance and Labor and Material Payment Bonds
 - 7.4 Notice of Award
 - 7.5 Notice to Proceed
 - 7.6 Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest Edition
 - 7.7 Addenda , inclusive. (Issued dates) _____.
 - 7.8 CONTRACTOR'S Bid
 - 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
 - 7.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no CONTRACT DOCUMENTS other than those listed above in the Article 7. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

ARTICLE 8 – MISCELLANEOUS

Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under CONTRACT DOCUMENTS.

OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

The term Special Conditions as used in the General Conditions or elsewhere in the CONTRACT DOCUMENTS, refers to the “Supplementary General Provisions”.

The Supplementary General Provisions are intended to supplement, rather than replace, the General Conditions, except where the Supplementary General Provisions are in direct conflict with the General Conditions, the Supplementary General Provisions shall control.

ARTICLE 9 – PROVISIONS FOR TERMINATION OF CONTRACT

If through any cause, other than an “Excusable Delay”, CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract. In such event, OWNER may take over the WORK and prosecute the same to completion, by Contract or otherwise, and CONTRACTOR and his sureties shall be liable to OWNER for any additional cost incurred by OWNER in its completion of the WORK and they shall also be liable to OWNER for liquidated damages for any delay in the completion of the WORK as provided below.

Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extension of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

- 9.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- 9.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;
- 9.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR.

CITY OF ELBERTON (“OWNER”)

BY: _____

TITLE: _____

ATTEST: _____

Clerk

(Seal)

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

Corporate
Secretary/Partner/Notary

(Seal)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

ADDRESSES FOR GIVING NOTICE

OWNER:
City of Elberton _____

Attn: City Manager _____

P.O. Box 70, 203 Elbert Street _____

Elberton, GA 30635-0070 _____

Phone: _____ 706-213-3100 _____

CONTRACTOR:

Phone: _____

END OF SECTION

SECTION 00610
Performance Bond

STATE OF GEORGIA

BOND NO. _____

COUNTY OF ELBERT

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal (hereinafter known as "Contractor"), and we, _____,
as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of
Elberton (hereinafter known as "Owner") for use and benefit of those entitled thereto, in the sum of
for the payment of which will and truly be made, in lawful money of the United State of America, we
do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of _____
_____ for 2019 T-SPLOST Asphalt Paving project
bearing the date of _____, 2019, a copy of which Contract
Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and
obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify
and save harmless the said Owner from all costs and damage whatsoever which it may suffer by
reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the
said Owner any and all outlay and expense which it may incur in making good any such default,
and shall correct all defects in products and workmanship appearing within one year of the
completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full
force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time,
alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed
thereunder, or the Specifications accompanying the same shall in any wise affect the obligations
under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension
of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the
Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1
et.seq. and all the provisions of the law referring to this character of Bond as set forth in said
Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same
extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2019, executed in two counterparts.

CONTRACTOR – PRINCIPAL: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____

(SEAL)

SURETY: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00620
Payment Bond

STATE OF GEORGIA

BOND NO. _____

COUNTY OF ELBERT

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, (hereinafter known as “Contractor”), and we, _____,
as Surety, are held and firmly bound unto the City of Elberton (hereinafter known as “Owner”) in the
penal sum of _____ lawful money of the United
States of America, for the payment of which sum will and truly be made, we bind ourselves, our
heirs, personal representatives, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner,
dated _____, 2019, for the 2019 T-SPLOST Asphalt Paving
Project, which Contract Agreement and the Contract Documents for said Work shall be deemed a
part hereof as fully as if set herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all
subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet
and all assignees of said Contractor and of such subcontractors shall promptly make payments to all
persons supplying them with labor, products, services, or supplies for or in the prosecution of the
Work provided for in such Contract Agreement, or in any amendment or extension of or addition to
said Contract Agreement, and for the payment of reasonable attorney’s fees, incurred by the
claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in
full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or
in the prosecution of the Work provided for in said Contract Agreement shall have a
direct right of action against the Contractor and Surety on this Bond, which right of
action shall be asserted in a proceeding, instituted in the county in which the Work
provided for said Contract Agreement is to be performed or in any county in which
Contractor or Surety does business. Such right of action shall be asserted in
proceedings instituted in the name of the claimant or claimants for its use and
benefit against said Contractor and Surety or either party (but not later than one year
after the final settlement of said Contract Agreement) in which action such claim or
claims shall be adjudicated and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint the _____, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on the Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-91-1 et.seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extents as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20___, executed in two counterparts.

CONTRACTOR – PRINCIPAL: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____

(SEAL)

SURETY: _____

By: _____
(name signed)

(name printed or typed)

Address: _____

Phone: _____

Attest: _____
(name signed)

(name printed or typed)

Title: _____
(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

