

INVITATION TO BID

ISSUING AGENCY

*CITY OF DAHLONEGA, GA.
FINANCE DEPARTMENT
465 RILEY ROAD
DAHLONEGA, GEORGIA 30533
PHONE: 706-864-6133
FAX: 706-864-4837*

ISSUE DATE

JANUARY 20, 2016

BUYER

MARK BUCHANAN

PRE-BID MEETING (MANDATORY TO BID)

FEBRUARY 5, 2016

PRE-BID MEETING TIME

2:00 PM

BID CLOSING DATE

FEBRUARY 23, 2016

BID CLOSING TIME

3:00 PM

Commodity On

***Plant Mix Asphalt Resurfacing
On Various City Streets***

INVITATION TO BID

THE CITY OF DAHLONEGA, GA. IS REQUESTING SEALED BIDS FOR THE PLANT MIX ASPHALT RESURFACING OF VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND SERVICES NECESSARY IN THE PERFORMANCE OF THIS BID.

A BID BOND IN THE AMOUNT NOT LESS THAN 5% OF THE TOTAL BID AMOUNT IS REQUIRED FOR THIS PROJECT.

BIDS WILL BE RECEIVED BY THE CITY OF DAHLONEGA, 465 RILEY ROAD DAHLONEGA, GEORGIA 30533 UNTIL 3:00 PM LOCAL TIME ON FEB 23, 2016. LATE BIDS WILL NOT BE CONSIDERED NOR RETURNED. BIDS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE CITY HALL BY STAFF PERSONNEL.

THE BID DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE CITY HALL LOCATED AT 465 RILEY RD. DAHLONEGA, GEORGIA; PHONE 706-864-6133 OR FAX 706-864-4837 AND WWW.DAHLONEGA-GA.GOV.

BIDS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY OCGA. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY TECHNICALITIES.

BID DOCUMENTS ARE AVAILABLE AT THE CITY OF DAHLONEGA, GEORGIA WEBSITE, WWW.DAHLONEGA-GA.GOV.

INVITATION TO BID

PLANT MIX ASPHALT RESURFACING

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is requesting sealed bids for plant mix asphalt resurfacing on various city streets in the city of Dahlonega. (List of roads and maps are included in bid package)

1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
February 5, 2016	MANDATORY Pre-Bid Meeting held at City of Dahlonega Council room at 465 Riley Road, Dahlonega, GA 30533 at 2:00pm.
February 11, 2016	Deadline for written questions to be submitted to Purchasing Agent
January 20, 2016	Release of Invitation to Bid
February 17, 2016	Answers to written questions posted to website: www.dahlonega-ga.gov
February 23, 2016	Bid opening. Bids will be accepted until time of opening. No bids will be accepted after the due time.

1.3 Restrictions on Communications

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

1.4 Pre-Bid Meeting

A Pre-Bid meeting will be held February 5, 2016 at 3:00 pm. The location of the meeting will be the City Hall Council Room located at 465 Riley Rd., Dahlonega, Ga.

1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 3 pm, February 11, 2016 local time.

The Inquiries must be directed to:

Mark Buchanan, Purchasing Agent
City of Dahlonega, Ga.
465, Riley Road
Dahlonega, GA 30533
mbuchanan@dahlonega-ga.gov
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website, www.dahlonega-ga.gov, no later than February 17, 2016 at 5:00 PM. A signed copy of any addenda shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

1.7 Bonds

Bid Bonds 5% of total bid amount

Performance and Payment Bond 100% of total contract price (required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

1.8 Submission of Bids

Only sealed bids will be accepted. Three fully executed signed copies of the bid are required.

The required bid documents shall be submitted in a sealed envelope with "**Plant Mix Asphalt Resurfacing of Various City Streets, Project LMIG 1-2016**" marked on the shipping envelope. The bidder's business name must be clearly visible on the shipping container.

Required Bid Documents:

- Completed Bidder's Certification (Appendix A)
- Completed SAVE Affidavit (Appendix B)
- E-Verify Affidavit (Appendix C)
- Complete Pricing Form that addresses all elements of the Scope of Work referenced in Section 2 of this Invitation to Bid. (Appendix D)
- Evidence of Insurance / Certificate of Insurance
- Signed Addendums (if any)
- Bid Bond

Bids must be delivered, mailed or shipped to:

**Mark Buchanan, Purchasing Agent
City of Dahlonega
465 Riley Road
Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after 3:00pm on February 23, 2016 will not be opened. Late bids will be rejected in their entirety.

1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

1.10 Award

Any purchase order / contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

2.0 Scope of Work & Specifications

The scope and procedure for this project shall consist of the Plant Mix Asphalt Resurfacing of Various City Streets in the City of Dahlonega. All work will be done in accordance with the 2013 standard specifications from the Ga. Dept. of Transportation and the supplemental specifications listed in the bid specs for this project.

The City of Dahlonega personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

3.0 TERMS AND CONDITIONS

3.1 Bid Amendments

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at www.dahlonega-ga.gov prior to 5:00 PM on February 17, 2016. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of all issued addenda is to be included with the Original Bid.

3.2 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

3.3 Cost for Preparing Bids

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

3.4 Conflict of Interest

If a Bidder has any existing client relationship that involves The City of Dahlonega, the Bidder must disclose each relationship.

3.5 Contractor Selection

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

3.6 Negotiations with Apparent Winner

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences will lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the City.

3.7 Taxes

The City of Dahlonega is exempt from taxes; however the Contractor shall pay all taxes required of him by law. The City cannot exempt others from tax.

3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

3.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

3.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

3.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

3.12 Rejection of Submissions/Cancellation of Bids

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

3.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**City of Dahlonega
Attn: Accounts Payable
465 Riley Road
Dahlonega, GA 30533**

A 10% retainage will be held on each invoice until 50% of the work is complete, at which time the retainage will be reduced to 5% on the remainder of the project. All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

1. Date of Invoice
2. Service Performed
3. Billing Period
4. Terms
5. All billable items must be itemized
6. Appropriate Unit of Measure

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth on the purchase order.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

3.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

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.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain 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 sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all 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.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor agrees to maintain Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project.
5. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever

as a result of the work performed pursuant to the terms of this RFP.

6. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. 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 City.
7. 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 (5) 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.
8. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City 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 under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
9. The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
10. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

3.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

3.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for 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 or latent defects in the products sold by the Contractor.

At any time during the execution of 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 City 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 City and its agents as provided in this Agreement.

3.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

3.19 News Releases by Contractor

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

3.20 Severability/Cancellation

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.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

3.21 Drug Free Workplace

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees

during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

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

3.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

3.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold The City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

3.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

3.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

3.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

3.27 Documents Deemed Part of Contract

The entire Invitation to Bid, addenda (if any) and entire Bid submitted by the Bidder, shall be deemed part of the contract.

Attachment A

BIDDER'S CERTIFICATION

PLANT MIX ASPHALT RESURFACING

Date of Bid_____

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this bid document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Bid, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that The City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my Bid should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby, forfeited to The City of Dahlonega, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

Bidder Information
(Type or Print)

Name and Mailing Address
(Where to Send Payment)

Name of Company

Name of Company

Address

Address

City, State, & Zip Code

City, State, & Zip Code

Phone Number

Phone Number

Fax #

Email Address

Tax ID Number

OR

Social Security Number

Name & Title of Person Authorized to Sign

Name

SIGNATURE

Title

Sworn to and signed before me, a Notary Public, this _____ day of _____, in the year _____. Notary Public in and for the county of _____, State of _____.

Notary Public Signature and Seal: _____

My Commissioner Expires: _____

**Proposals or Bids not signed shall be declared as
“Non-Responsive” and may not be considered for award.**

APPENDIX B – SAVE AFFIDAVIT

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

BY EXECUTING THIS AFFIDAVIT UNDER OATH, AS AN APPLICANT FOR PUBLIC BENEFIT AS REFERENCED IN THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (O.C.G.A. 50-36-1), I AM STATING THE FOLLOWING:

___ I AM A UNITED STATES CITIZEN; OR

___ I AM A LEGAL PERMANENT RESIDENT OF THE UNITED STATES*; OR

___ I AM AN OTHERWISE QUALIFIED ALIEN OR NON-IMMIGRANT UNDER THE FEDERAL IMMIGRATION AND NATIONALITY ACT 18 YEARS OF AGE OR OLDER AND LAWFULLY PRESENT IN THE UNITED STATES.*

*ALIEN REGISTRATION NUMBER FOR NON-CITIZENS ISSUED BY THE DEPARTMENT OF HOMELAND SECURITY OR OTHER FEDERAL IMMIGRATION AGENCY IS: _____

DOCUMENT FOR IDENTIFICATION PURPOSES MUST BE PROVIDED. SEE LIST ON PAGE 2 OF THIS DOCUMENT.

IN MAKING THE ABOVE REPRESENTATION UNDER OATH, I UNDERSTAND THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY MAKES A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT OR REPRESENTATION IN AN AFFIDAVIT SHALL BE GUILTY OF A VIOLATION OF CODE SECTION 16-10-20 OF THE OFFICIAL CODE OF GEORGIA.

APPLYING ON BEHALF/NAME OF ASSOCIATED BUSINESS

SIGNATURE OF APPLICANT

DATE

PRINTED NAME

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

*NOTE: O.C.G.A. 50-36-1(E)(2) REQUIRES THAT ALIENS UNDER THE FEDERAL IMMIGRATION AND NATIONALITY ACT, TITLE 8 U.S.C., AS AMENDED, PROVIDE THEIR ALIEN REGISTRATION NUMBER. BECAUSE LEGAL PERMANENT RESIDENTS ARE INCLUDED IN THE FEDERAL DEFINITION OF "ALIEN", LEGAL PERMANENT RESIDENTS MUST ALSO PROVIDE THEIR ALIEN REGISTRATION NUMBER.

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. 850-36-2
[ISSUED AUGUST 1, 2011 BY THE OFFICE OF THE ATTORNEY GENERAL, GEORGIA]

THE FOLLOWING LIST OF SECURE AND VERIFIABLE DOCUMENTS, PUBLISHED UNDER THE AUTHORITY OF O.C.G.A. §50-36-2, CONTAINS DOCUMENTS THAT ARE VERIFIABLE FOR IDENTIFICATION PURPOSES, AND DOCUMENTS ON THIS LIST MAY NOT NECESSARILY BE INDICATIVE OF RESIDENCY OR IMMIGRATION STATUS.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (FRONT AND BACK).

UNITED STATES PASSPORT OR PASSPORT CARD

UNITED STATES MILITARY IDENTIFICATION CARD

MERCHANT MARINER DOCUMENT OR MERCHANT MARINER CREDENTIAL ISSUED BY THE UNITED STATES COAST GUARD

SECURE ELECTRONIC NETWORK FOR TRAVELERS RAPID INSPECTION (SENTRI) CARD

DRIVER'S LICENSE ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.

IDENTIFICATION CARD ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF PUERTO RICO, GUAM, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.

TRIBAL IDENTIFICATION CARD ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF PUERTO RICO, GUAM, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.

PASSPORT ISSUED BY A FOREIGN GOVERNMENT

FREE AND SECURE TRADE (FAST) CARD

NEXUS CARD

UNITED STATES PERMANENT RESIDENT CARD OR ALIEN REGISTRATION RECEIPT CARD

EMPLOYMENT AUTHORIZATION DOCUMENT THAT CONTAINS A PHOTOGRAPH OF THE BEARER

CERTIFICATE OF CITIZENSHIP ISSUED BY THE UNITED STATES DEPARTMENT OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) [FORM N-560 OR FORM N-561]

CERTIFICATE OF NATURALIZATION ISSUED BY THE UNITED STATES DEPARTMENT OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) [FORM N-550 OR FORM N-570]

E-VERIFY AFFIDAVIT
APPENDIX C
GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT
(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

THE CITY AND DAHLONEGA AND CONTRACTOR AGREE THAT COMPLIANCE WITH THE REQUIREMENTS OF O.C.G.A §13-10-91 AND RULE 300-10-1-.02 OF THE RULES OF THE GEORGIA DEPARTMENT OF LABOR ARE CONDITIONS OF THE AGREEMENT FOR THE PHYSICAL PERFORMANCE OF SERVICES.

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 CONTRACTING WITH THE CITY OF DAHLONEGA HAS REGISTERED WITH AND IS PARTICIPATING THE FEDERAL WORK AUTHORIZATION PROGRAM KNOWN AS 'E-VERIFY', WEB ADDRESS [HTTPS://E-VERIFY.USCIS.GOV/ENROLL](https://e-verify.uscis.gov/enroll)* OPERATED BY THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF 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. 99-603], *IN ACCORDANCE WITH THE APPLICABILITY PROVISIONS AND DEADLINES ESTABLISHED IN O.C.G.A. §13-10-91.* THE UNDERSIGNED CONTRACTOR ALSO VERIFIES THAT HE/SHE/IT IS USING AND WILL CONTINUE TO USE THE FEDERAL WORK AUTHORIZATION PROGRAM THROUGHOUT THE CONTRACT PERIOD.

THE UNDERSIGNED CONTRACTOR AGREES THAT, SHOULD IT EMPLOY OR CONTRACT WITH ANY SUBCONTRACTOR(S) IN CONNECTION WITH THE PHYSICAL PERFORMANCE OF SERVICES PURSUANT TO THE CONTRACT WITH THE CITY OF DAHLONEGA, CONTRACTOR WILL SECURE FROM SUCH SUBCONTRACTOR(S) SIMILAR VERIFICATION OF COMPLIANCE WITH O.C.G.A §13-10-91 ON THE SUBCONTRACTOR AFFIDAVIT PROVIDED IN RULE 300-10-01-.08 OR A SUBSTANTIALLY SIMILAR FORM. CONTRACTOR FURTHER AGREES THE CONTRACTOR WILL ADVISE THE CITY OF DAHLONEGA OF THE HIRING A NEW SUBCONTRACTOR AND WILL PROVIDE THE CITY OF DAHLONEGA WITH A SUBCONTRACTOR AFFIDAVIT ATTESTING TO THE SUBCONTRACTOR'S NAME, ADDRESS, USER IDENTIFICATION NUMBER, AND DATE OF AUTHORIZATION TO USE THE FEDERAL WORK AUTHORIZATION PROGRAM WITHIN FIVE (5) DAYS OF THE HIRING BEFORE THE SUBCONTRACTOR BEGINS WORKING ON THE PROJECT. CONTRACTOR ALSO AGREES TO MAINTAIN ALL RECORDS OF SUCH COMPLIANCE FOR INSPECTION BY THE CITY OF DAHLONEGA AT ANY TIME AND TO PROVIDE A COPY OF EACH SUCH VERIFICATION TO THE CITY OF DAHLONEGA AT THE TIME THE SUBCONTRACTOR(S) IS RETAINED TO PERFORM SUCH SERVICES.

E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION USER IDENTIFICATION NUMBER

DATE OF AUTHORIZATION TO USE FEDERAL WORK AUTHORIZATION PROGRAM

NAME OF CONTRACTOR

TITLE OF AUTHORIZED OFFICER OR AGENT OF CONTRACTOR

SIGNATURE AND PRINTED NAME OF AUTHORIZED OFFICER OR AGENT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 21____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

**AS OF THE EFFECTIVE DATE OF O.C.G.A. §13-10-91, THE APPLICABLE FEDERAL WORK AUTHORIZATION PROGRAM IS THE "EEV / BASIC PILOT PROGRAM" OPERATED BY THE U. S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, IN CONJUNCTION WITH THE SOCIAL SECURITY ADMINISTRATION (SSA). AUTHORITY O.C.G.A. SEC. §13-10-91. HISTORY: ORIGINAL RULE ENTITLED "CONTRACTOR AFFIDAVIT AND AGREEMENT" ADOPTED. F. MAY 25, 2007; EFF. JUNE 18, 2007, AS SPECIFIED BY THE AGENCY.*

**BID
PROJECT
LMIG-01-2016**

FOR: ALL NECESSARY LABOR, MATERIAL AND EQUIPMENT FOR THE PLANT MIX ASPHALT RESURFACING OF VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE 2013 STATE OF GEORGIA STANDARD SPECIFICATIONS AND MODIFIED BY SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES AND AS FURTHER MODIFIED BY THE SPECIAL PROVISIONS CONTAINED IN THE BID DOCUMENTS FOR THIS PROJECT.

OWNER NAME: THE DAHLONEGA CITY COUNCIL

GENTLEMEN:

THE UNDERSIGNED, AS BIDDER, DECLARES THAT HE HAS CAREFULLY EXAMINED THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE INVITATION TO BID, SPECIFICATIONS AND CONTRACT, AND HAS CAREFULLY EXAMINED THE LOCATION AND CONDITIONS OF THE PROPOSED WORK, AND AGREES TO PROVIDE ALL NECESSARY LABOR, MATERIAL AND EQUIPMENT, AND REQUIREMENTS OF THE OWNER AS SET FORTH FOR IN THE **CONTRACT SCHEDULE** ATTACHED HERETO AND MADE A PART HEREOF.

IT IS UNDERSTOOD THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR TO ACCEPT ANY BID CONSIDERED ADVANTAGEOUS.

THE UNDERSIGNED CERTIFIES THAT THE BID AMOUNT CONTAINED HEREIN HAS BEEN CAREFULLY CHECKED AND IS SUBMITTED AS CORRECT AND FINAL, AND THIS AMOUNT WILL REMAIN EFFECTIVE FOR 90 DAYS FOLLOWING THE DATE OF BID OPENING.

WITNESS

CONTRACTOR

[SEAL]
(IF BIDDER IS A CORPORATION.)

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE: _____

PLANT MIX ASPHALT RESURFACING ON VARIOUS CITY STREETS

LMIG 01-2016

THE VENDOR HAS EXAMINED AND CAREFULLY STUDIED THE BID PACKAGE AND THE FOLLOWING ADDENDA(S), RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED:

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

AUTHORIZED REPRESENTATIVE (SIGNATURE)

DATE

AUTHORIZED REPRESENTATIVE/TITLE
(PRINT OR TYPE)

VENDORS MUST ACKNOWLEDGE ANY ISSUED ADDENDA. PROPOSALS WHICH FAIL TO ACKNOWLEDGE THE VENDOR'S RECEIPT OF ANY ADDENDUM WILL RESULT IN THE REJECTION OF THE OFFER IF THE ADDENDUM CONTAINED INFORMATION WHICH SUBSTANTIVELY CHANGES THE OWNER'S REQUIREMENTS.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

CITY OF DAHLONEGA
DATE: JANUARY 20, 2016
CONTRACT SCHEDULE
VARIOUS CITY STREETS
PROJECT LMIG-01-2016

LINE NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE	DOLLARS / CTS
			----- DOLLARS/ CTS	
0005	150-3110 TRAFFIC CONTROL FOR LMIG-01	LUMP SUM		
0010	402-3130 Recycled Asph. Conc 12.5 MM Super Pave Gp 2 only Incl. Bitum Matl and H lime	845 Tons		
0015	413-1000 Bitum. Tack Coat	600 Gal		
Total Bid				

**CONTRACT
FOR
PLANT MIX ASPHALT RESURFACING
ON VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA
PROJECT # LMIG-01-2016**

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE GOVERNING AUTHORITY OF THE CITY OF DAHLONEGA, AND HEREINAFTER REFERRED TO AS "CITY", A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA AND _____, HEREINAFTER REFERRED TO AS "CONTRACTOR".

WHEREAS, IN CONSIDERATION OF THE MUTUAL BENEFITS ACCRUING TO EACH PARTY, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. SUMMARY OF WORK AND PAYMENT:

1. CONTRACTOR SHALL PERFORM PLANT MIX ASPHALT RESURFACING ON VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA, AS CONTAINED IN THE BID DOCUMENTS FOR THIS PROJECT. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE 2013 STATE OF GEORGIA STANDARD SPECIFICATIONS AND MODIFIED BY SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES AND AS FURTHER MODIFIED BY THE SPECIAL PROVISIONS CONTAINED IN THE BID DOCUMENT FOR THIS PROJECT.

CITY PERSONNEL WILL BE SUPERVISING CONSTRUCTION OF THIS PROJECT BUT WILL ALSO BE SUBJECT TO INSPECTIONS AND AUDITS BY THE GEORGIA DEPARTMENT OF TRANSPORTATION.

2. CONTRACTOR SHALL BE AUTHORIZED TO BEGIN WORK UPON THE ISSUANCE OF A NOTICE TO PROCEED FROM THE CITY. ALL WORK SHALL BE COMPLETED NO LATER THAN 180 CALENDAR DAYS FROM THE DAY THE NOTICE TO PROCEED IS ISSUED.

3. THE CONTRACTOR SHALL EMPLOY AND ASSIGN ONLY QUALIFIED AND COMPETENT PERSONNEL TO PERFORM ANY SERVICE OR TASK INVOLVED IN THIS PROJECT. THE CONTRACTOR SHALL DESIGNATE ONE SUCH PERSON AS A PROJECT MANAGER, AND THE PROJECT MANAGER SHALL BE DEEMED TO BE THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE, WHO SHALL BE AUTHORIZED TO RECEIVE AND ACCEPT ANY AND ALL COMMUNICATIONS FROM THE CITY. THE CITY SHALL NAME A PROJECT MANAGER WHO SHALL BE AUTHORIZED TO GENERATE, RECEIVE AND ACCEPT COMMUNICATION AS AN AUTHORIZED REPRESENTATIVE OF THE CITY.

4. THE CONTRACTOR HEREBY AGREES TO REPLACE ANY PERSONNEL OR SUB-CONTRACTOR, AT NO COST OR PENALTY TO THE CITY, IF THE CITY REASONABLY DETERMINES THAT THE PERFORMANCE OF ANY SUB-CONTRACTOR OR PERSONNEL IS UNSATISFACTORY.

5. CONTRACTOR SHALL BE PAID FOR WORK PERFORMED UNDER THIS CONTRACT ON A UNIT PRICE BASIS AS FOLLOWS:

<u>LINE NO.:</u>	<u>ITEM DESCRIPTION:</u>	<u>UNIT PRICE:</u>
0005	150-TRAFFIC CONTROL (LUMP SUM)	\$ _____
0010	402-3130 RECYCLED ASPH. 12.5 MM SUPER PAVE	\$ _____
0015	413-1000 BITUM TACK COAT	\$ _____

PAYMENT SHALL BE MADE ACCORDING TO THE TERMS CONTAINED IN THE INVITATION TO BID.

B. BONDS:

CONTRACTOR SHALL, PRIOR TO COMMENCING WORK, PROVIDE AND SHALL MAINTAIN, DURING THE CONTINUANCE OF ALL WORK UNDER THE CONTRACT, ALL BONDS REQUIRED IN THE INVITATION TO BID.

C. LIABILITY:

CONTRACTOR SHALL BE RESPONSIBLE FOR HIS WORK AND EVERY PART THEREOF, AND FOR ALL MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, AND PROPERTIES OF ANY AND ALL DESCRIPTION USED IN CONNECTION WITH THIS CONTRACT.

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.

CONTRACTOR SHALL BE LIABLE FOR ANY COLLATERAL DAMAGE (SUCH AS BROKEN CURBS, CRUSHED SIDEWALKS, BROKEN WATER METERS, ETC.) CAUSED AS A RESULT OF ITS WORK UNDER THIS CONTRACT. CONTRACTOR SHALL RESTORE AND/OR REPAIR, AT CONTRACTOR'S COST, ANY AND ALL COLLATERAL DAMAGE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO INFRASTRUCTURE, BACK TO ITS PRE-EXISTING CONDITION IF THE DAMAGE WAS CAUSED BY CONTRACTOR'S ACTIVITIES.

D. INSURANCE:

THE CONTRACTOR SHALL, DURING THE CONTINUANCE OF ALL WORK UNDER THE CONTRACT, PROVIDE AND MAINTAIN ALL INSURANCE POLICIES REQUIRED BY THE INVITATION TO BID.

E. ASSIGNMENT OF CONTRACTUAL RIGHTS AND SUBCONTRACTING:

IT IS AGREED THAT THE CONTRACTOR WILL NOT ASSIGN, TRANSFER, CONVEY, OR OTHERWISE DISPOSE OF THIS CONTRACT OR ITS RIGHT, TITLE, OR INTEREST IN OR TO THE SAME, OR ANY PART THEREOF, WITHOUT WRITTEN CONSENT OF THE CITY.

CONTRACTOR SHALL NOT SUBCONTRACT ANY WORK WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY. THE CITY MUST APPROVE ALL SUBCONTRACTORS.

F. INDEMNITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, FEES AND CHARGES OF ATTORNEYS AND COURT ARBITRATION COSTS, ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS, NEGLIGENT OMISSIONS, WILLFUL MISCONDUCT, OR RECKLESS MISCONDUCT OF THE CONTRACTOR OR ANYONE FOR WHOM THE CONTRACTOR IS RESPONSIBLE.

G. DOCUMENTS DEEMED PART OF CONTRACT:

UNLESS OTHERWISE MODIFIED BY THIS CONTRACT, THE CITY'S INVITATION TO BID ISSUED OCTOBER 16, 2014, AND ANY ADDENDUMS ISSUED THERETO, AND THE PROJECT MANUAL CONTAINING SPECIFICATIONS AND SPECIAL PROVISIONS SHALL BE DEEMED PART OF THE CONTRACT. NO DOCUMENTATION OR INFORMATION PROVIDED BY THE CONTRACTOR SHALL BE DEEMED PART OF THE CONTRACT UNLESS EXPRESSLY INCORPORATED HEREIN.

H. SEVERABILITY:

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 OF GEORGIA, 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.

I. DISPUTE RESOLUTION:

THE CITY AND THE CONTRACTOR AGREE TO RESOLVE THROUGH NEGOTIATION OR MEDIATION PRIOR TO FILING ANY CAUSE OF ACTION. THE VENUE FOR ANY LITIGATION ARISING FROM THIS CONTRACT SHALL BE LUMPKIN COUNTY, GEORGIA.

J. CANCELLATION:

THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THAT THE CONTRACTOR DISCONTINUES OR ABANDONS OPERATIONS, IS ADJUDGED BANKRUPT, OR IS REORGANIZED UNDER ANY BANKRUPTCY LAW; OR FAILS TO KEEP IN FORCE ANY REQUIRED INSURANCE POLICIES OR BONDS.

FAILURE OF THE CONTRACTOR TO COMPLY WITH ANY SECTION OR PART OF THE CONTRACT WILL BE CONSIDERED GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT BY THE CITY WITHOUT PENALTY TO THE CITY. THE CITY SHALL PAY FOR SERVICES RENDERED UP TO THE POINT OF TERMINATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CITY MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS IT MAY HAVE, TERMINATE THE CONTRACT FOR CONVENIENCE AND WITHOUT CAUSE, BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

IF THE TERMINATION CLAUSE IS USED BY THE CITY, THE CONTRACTOR WILL BE PAID BY THE CITY FOR ALL SCHEDULED WORK COMPLETED SATISFACTORILY BY THE CONTRACTOR UP TO THE TERMINATION DATE SET FORTH IN THE WRITTEN TERMINATION NOTICE.

K. SAFE WORKING ENVIRONMENT AND DRUG FREE WORKPLACE

CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT.

CONTRACTOR CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATING TO THE "DRUG-FREE WORKPLACE ACT", HAVE BEEN COMPLIED WITH IN FULL. THE CONTRACTOR FURTHER CERTIFIES THAT:

1. A DRUG-FREE WORKPLACE WILL BE PROVIDED FOR THE CONTRACTOR'S EMPLOYEES DURING PERFORMANCE OF THE CONTRACT; AND

2. IF CONTRACTOR HIRES A SUB CONTRACTOR TO WORK IN A DRUG-FREE WORK PLACE, CONTRACTOR SHALL SECURE FROM THAT SUB CONTRACTOR THE FOLLOWING WRITTEN CERTIFICATION:

AS PART OF THE SUBCONTRACTING AGREEMENT WITH (CONTRACTOR’S NAME), (SUB CONTRACTOR’S NAME) CERTIFIES TO THE CONTRACTOR THAT A DRUG-FREE WORKPLACE WILL BE PROVIDED FOR THE SUB CONTRACTOR’S EMPLOYEES DURING THE PERFORMANCE OF THIS CONTRACT PURSUANT TO PARAGRAPH (7) OF SUB-SECTION (B) OF CODE SECTION 50-24-3”.

THE CONTRACTOR FURTHER CERTIFIES THAT IT WILL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THIS CONTRACT.

L. AMENDMENTS OR MODIFICATIONS:

ALL CONTRACT AMENDMENTS OR MODIFICATIONS MUST BE IN WRITING AND SIGNED BY ALL PARTIES.

M. NOTICES:

ANY NOTICE, ORDER, INSTRUCTION, CLAIM, OR OTHER WRITTEN COMMUNICATION REQUIRED OR PERMITTED UNDER THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN DELIVERED OR RECEIVED:

1. UPON PERSONAL DELIVERY TO THE CONTRACTOR OR HIS AUTHORIZED REPRESENTATIVE, WHICH DELIVERY MAY BE ACCOMPLISHED BY IN PERSON HAND DELIVERY, VIA BONA FIDE OVERNIGHT EXPRESS SERVICE OR TELEPHONE FACSIMILE TRANSMISSION; OR

2. THREE (3) DAYS AFTER DEPOSITING IN THE UNITED STATES MAIL A LETTER WHICH IS EITHER CERTIFIED OR REGISTERED, WITH RETURN RECEIPT REQUESTED, ADDRESSED TO THE CONTRACTOR AT THE FOLLOWING ADDRESS:

AND TO THE CITY OF DAHLONEGA AT THE FOLLOWING ADDRESS:

CITY OF DAHLONEGA
ATTN: BILL SCHMID, CITY MANAGER
465 RILEY ROAD
DAHLONEGA, GEORGIA 30533.

THIS CONTRACT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2016.

CITY OF DAHLONEGA:

CONTRACTOR:

GARY MCCULLOUGH, MAYOR
CITY OF DAHLONEGA GEORGIA

ATTEST:

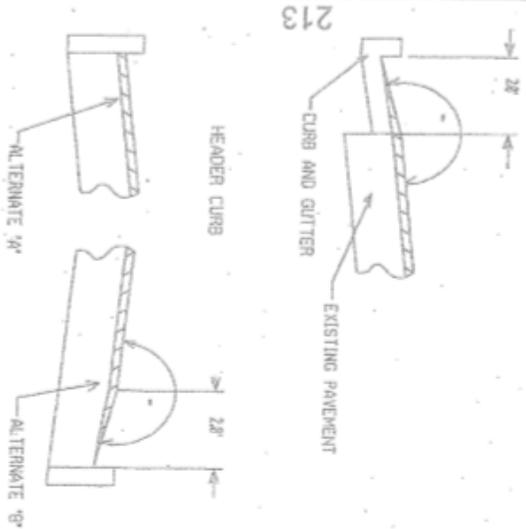
KYM SMITH
DAHLONEGA CITY CLERK

2016 LMIG Bid Item Summary--City Of Dahlonega						
ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT	STRIPING
Barlow Road	.15m from SR9	Gate at Landfill	.32M	19	Overlay with 175 #/syd of 12.5 mm	None
South Grove St.	East Main	Mechanic Street	.30M	19	Overlay with 200 #/syd of 12.5 mm	None
Alma Street	Arcadia St.	Martin Street	.10M	18	Overlay with 165 #/syd of 12.5 mm	None
Azalea Trail	Golden Avenue	Cul-de-sac	.15M	18	Overlay with 165 #/syd of 12.5 mm	None
Total mileage =			.87M			

LMIG TYPICAL RESURFACING SECTION

431

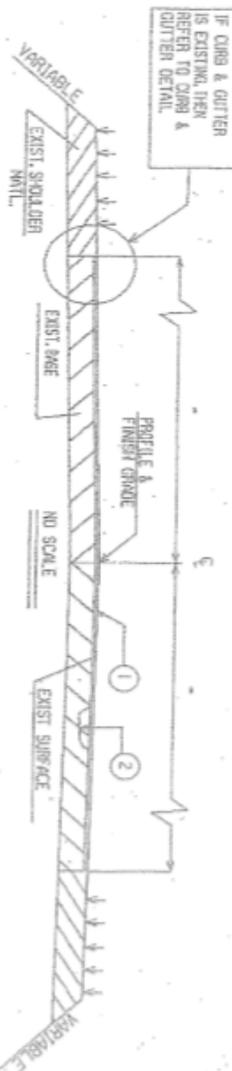
CURB AND GUTTER DETAIL
DETAIL FOR FEATHERING SURFACING
CURB AND GUTTER



NOTE: METHOD OF FEATHERING AT PAVEMENT EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER. UNDER NORMAL CONDITIONS, ALTERNATE A SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE EFFECTIVE HEIGHT OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE B SHALL BE USED.

NOTE: THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW RIDING SURFACE AND THE FEATHERING IN THE CURB AND GUTTER SHALL NOT EXCEED 7%.

7/81



RECD ① *Variable* CURBS PER SY ASPH CONC 12.5 MM SUPERPAVE, TP 1, GP1 OR BLEND 1, INCL BITUM MATL & H. LIME
 RECD ② ASPH CONC LEVELING, INCL BITUM MATL & H. LIME TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W, REMOVE OR ADJUST ALL UTILITIES, AND DO THE NECESSARY PATCHING, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

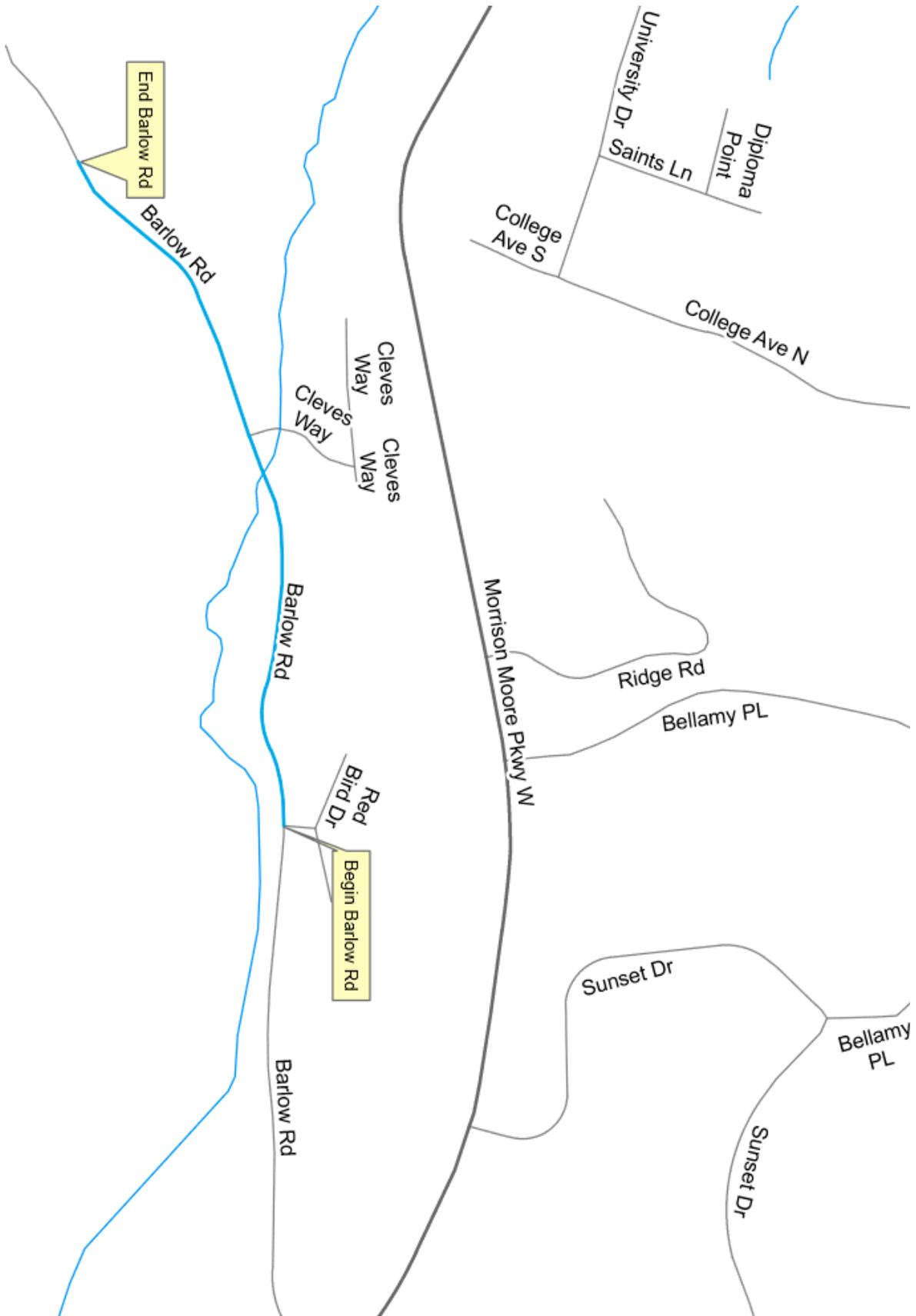
NOTE: THE WIDTH OF PAVING OF TURNOUTS, FOR SIDEROADS AND DRIVES SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

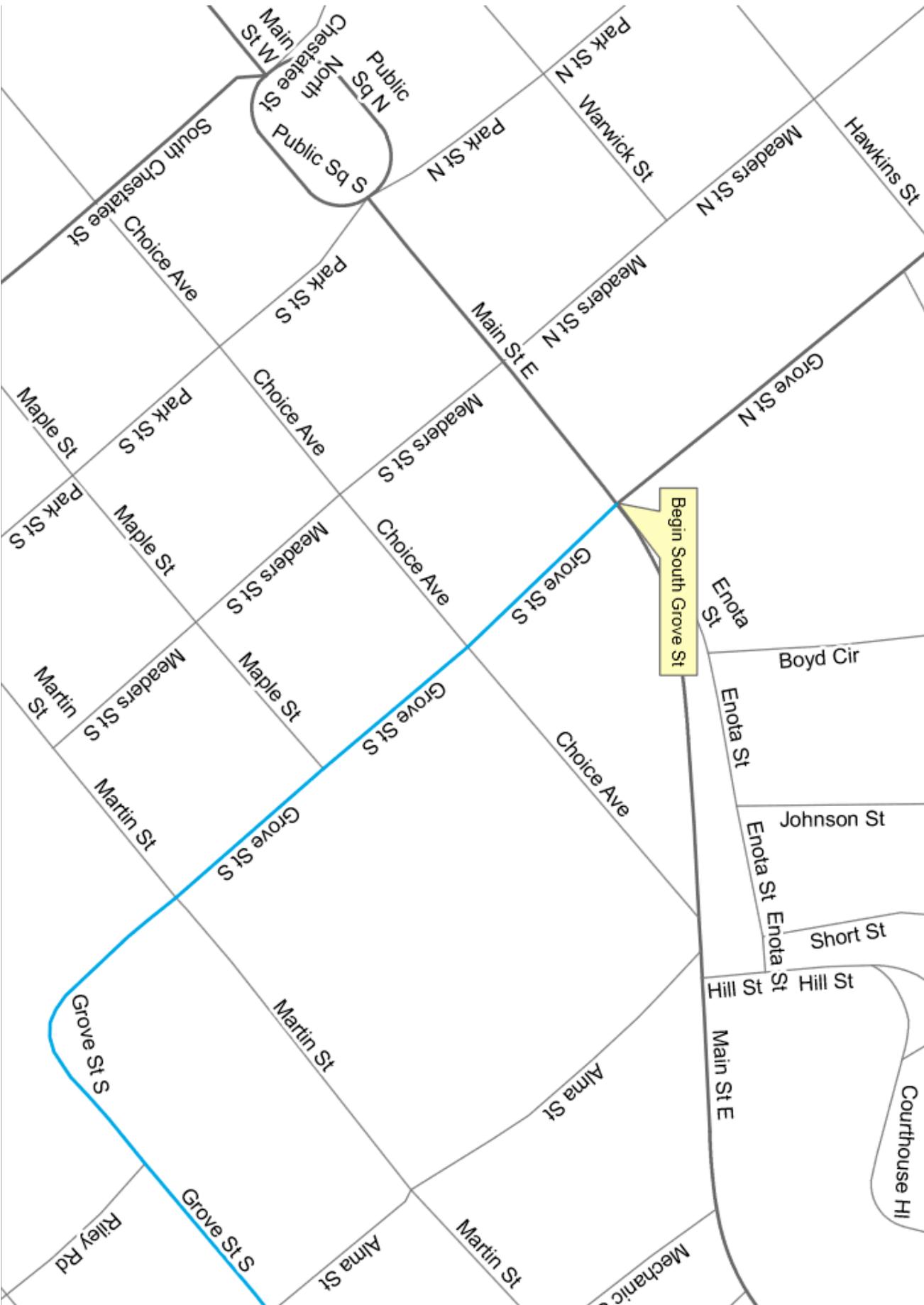
THIS TYPICAL SECTION APPLIES TO PRIORITY 4(S)
 AS SHOWN ON THE LMIG PROJECT REPORT SHEETS.

PROJECT NO.	LMIG 1-2016
COUNTY	
CITY	Dahlonega, GA.









Project Manual

Specifications

City of Dahlonega

Resurfacing of Various City Streets

Project # LMIG 1-2016

Bid Index

Listed below are modifications and additions to the 2013 State of Georgia Standard Specifications Constructions of Transportation System and Supplemental Specifications.

Standard Specifications.

Utility Conflicts

LMIG Projects - General

Sec. 104- Scope of Work

Sec. 107 - Legal Regulations and Responsibility to the Public

Sec. 108- Prosecution and Progress (4) Sec. 109 -

Measurement and Payment Sec. 150 - Traffic Control

Sec. 400 - Hot Mix Asphaltic Concrete Construction (Off System) Sec. 402 - Hot
Mix Recycled Asphaltic Concrete (Off System) Sec.

Sec. 413 - Bituminous tack Coat

Special Provisions

Utility Conflicts:

In accordance with Subsection 105.06 of the Specifications, the city is not 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.

LMIG Projects – General

The Contractor will be responsible for all necessary cleaning of the existing pavement including clipping of shoulders required prior to cleaning and resurfacing. Remove or spread the material displaced over the shoulders as directed by the Engineer. Include the cost of this work in priced bid for other items.

The City of Dahlonga will not participate in the cost of any utility facility removal and relocations necessary in connection with the construction of this project. The Local Government agrees to clear Rights-of-Way obstructions.

A. Shoulders

Shoulder construction will be the responsibility of the City.

B. Other Work

The City reserves the right to perform, with its own forces, any maintenance or construction work as may be necessary on or near The Work covered by the Contract.

C. Enforcement

If the requirements of this Specification are not achieved, the Engineer will cease all Work being performed and may withhold any monies due, or which may become due until the above requirements have been met.

SECTION 104 – Scope of Work

The Project consists of Asphalt Resurfacing of Various City Streets as outlined in the Bid Item Summary Sheet.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Environmental Considerations

A. Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to any soil disturbance. Particular care shall be exercised along stream buffers, wetlands, open waters and other sensitive areas to ensure that these areas are not adversely affected.

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

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans and as specified in Subsection 107.23.E.

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Borrow and Excess Material Pits

Borrow pits, located within one mile of the project, for the shoulder building of this project will be furnished by the city and

the city will be responsible for environmental clearance. All others will have to meet the following requirements:

Specific written environmental clearance from the Engineer will be required for any sites not included in the Plans as excess material or borrow areas. No work other than testing shall be started at any potential excess material or borrow site not shown on the plans prior to receiving said environmental clearance from the Engineer.

The Engineer will require a written notice from the Contractor requesting environmental clearance studies and written permission from the property owner at least six weeks prior to intended use of the site. The City will not begin studies on such sites before a Notice to Proceed is issued.

The Engineer will inform the Contractor in writing as to the granting or denial of environmental clearance. If denied, the Contractor may, at no expense to the City, seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable.

Sites included in the Plans have environmental clearance and shall be used only for the purpose(s) specified in the Plans or other contract documents. Should the Contractor wish to expand or utilize said sites for any purpose other than that provided for in the Plans or other contract documents, specific written environmental clearance as noted above shall be obtained.

C. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

SECTION 108 – PROSECUTION AND PROGRESS (Contractor Performs 70% of Work)

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Engineer. For Subcontracts, consent of the Engineer will not be considered until after award of the Contract.

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than seventy percent (70%) of the total Contract cost, including materials, equipment, and labor.

As a further exception, any items designated as "Specialty Items" may be performed by Subcontract and the cost of any such Specialty Items so performed by Subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.

Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 70% requirement.

108.08 Failure or Delay in Completing Work on Time

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day, Completion Date or Available Day
\$0	\$500,000	\$84
\$500,000	\$1,000,000	\$151
\$1,000,000	\$2,000,000	\$247
\$2,000,000	\$5,000,000	\$391
\$5,000,000	\$10,000,000	\$713
\$10,000,000	\$20,000,000	\$1191
\$20,000,000	\$40,000,000	\$1869
\$40,000,000	—	\$5089

For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

The City may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction From Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction From Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.
3. No Liquidated Damages Charged for Delay by the City: In case of default of the Contract and the subsequent completion of The Work by the City as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work by the City due to any unreasonable action, negligence, omission, or delay of the City. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

B. No Waiver of The City of Dahlonga Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the City under the Contract.

SECTION 109 – MEASUREMENT AND PAYMENT

Measurement and Quantities

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

All items which are measured by the linear foot (linear meter), such as pipe culverts, guard rail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. The term "megagram" will mean one metric ton, equivalent to 1,000 kg. Any commodity paid for by weight shall be weighed on scales that have been approved as specified below and which are furnished at the expense of the Contractor or Supplier. Weighing and measuring systems including remote controls shall be subject to type-approval by the Department of Transportation. The manufacture, installation, performance, and operation of such devices located in Georgia shall conform to, and be governed by, the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act, the Georgia Weights and Measures Regulations, as amended and adopted, the current edition of the National Bureau of Standards Handbook 44, and these Specifications. Weighing and measuring systems located outside Georgia which are utilized for weighing materials to be used in City work shall be manufactured, installed, approved, and operated in accordance with applicable laws and regulations for the state in which the scales are located.

All weighing, measuring, and metering devices used to measure quantities for payment shall be suitable for the purpose intended and will be considered to be "commercial devices." Commodity scales located in Georgia shall be certified before use for accuracy, condition, etc., by the Weights and Measures Division of the Georgia Department of Agriculture, its authorized representative, or the Georgia Department of Transportation Office of Materials and Research. Scales located outside Georgia shall be certified in accordance with applicable laws and regulations for the state in which the scales are located. The Georgia Department of Transportation Office of Materials and Research may certify the scales. This certification shall have been made within a period of not more than one year prior to date of use for weighing commodity.

All equipment and all mechanisms and devices attached thereto or used in connection therewith shall be constructed, assembled, and installed for use so that they do not facilitate the perpetration of fraud. Any scale component or mechanism, which if manipulated would alter true scale values (including manual zero setting mechanisms) shall not be accessible to the scale operator. Such components and mechanisms that would otherwise be accessible to the scale operator shall be enclosed.

Provisions shall be made for security seals where appropriate on equipment and accessories. A security seal shall be affixed to any adjustment mechanism designed to be sealed. Scale or accessory devices shall not be used if security seals have been broken or removed.

Any certified scale or scale component which has been repaired, dismantled, or moved to another location shall again be tested and certified before it is eligible for weighing.

Whenever materials that are paid for based on weight are from a source within the State, the scales shall be operated by and the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and weight ticket recordation shall be in accordance with Standard Operating Procedure 15.

When materials are paid for based on weight and originate from another state which has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

No scale shall be used to measure weights greater than the scale manufacturer's rated capacity. A digital recorder shall be installed as part of any commodity scale. The recorder shall produce a printed digital record on a ticket with the gross, tare, and net weights of the delivery trucks, along with the date and time printed for each ticket. Provisions shall be made

so that the scales or recorders may not be manually manipulated during the printing process. The system shall be so interlocked as to allow printing only when the scale has come to rest. Either the gross or net weight shall be a direct scale reading. Printing and recording systems that are capable of accepting keyboard entries shall clearly and automatically differentiate a direct scale weight value from any other weight values printed on the load ticket.

All scales used to determine pay quantities shall be provided to attain a zero balance indication with no load on the load receiving element by the use of semi-automatic zero (push-button zero) or automatic zero maintenance.

Vehicle scales shall have a platform of sufficient size to accommodate the entire length of any vehicle weighed and shall have sufficient capacity to weigh the largest load. Adequate drainage shall be provided to prevent saturation of the ground under the scale foundation.

The Engineer, at his discretion, may require the platform scales to be checked for accuracy. For this purpose the Contractor shall load a truck with material of his choosing, weigh the loaded truck on his scales, and then weigh it on another set of certified vehicle scales. When the difference exceeds 0.4 percent of load, the scales shall be corrected and certified by a registered scale serviceman registered in the appropriate class as outlined in the Georgia Weights and Measures Regulations or in accordance with applicable requirements of the state in which the scales are located. A test report shall be submitted to the appropriate representative of the Department of Agriculture.

The term "Lump Sum" when used as an item of payment will mean complete payment for the Work described in the Contract.

109.02 Measurement of Bituminous Materials

1. Metering: The volume may be determined by metering, in which case the metering device used and the method of using it shall be subject to the approval of the Engineer.

Section 109-Measurement and Payment

109.03 Scope of Payment

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all materials, labor, tools, equipment, superintendence and incidentals, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner, for any infringement of patent, trademark or copyright, for all loss or damage arising from the nature of The Work, or from the action of the elements, for all expenses incurred by or in consequence of the suspension or discontinuance of The Work, or from any unforeseen difficulties which may be encountered during the prosecution of The Work and for all risks of every description connected with the prosecution of The Work until its Final Acceptance by the Engineer.

The payment of any partial estimate prior to Final Acceptance of the Project shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

109.04 Payment and Compensation for Altered Quantities

When alteration in Plans or quantities of work not requiring Supplemental Agreements as herein before. provided for are ordered and performed, the Contractor shall accept payment in full at the Contract Unit Bid Prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract Items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring Supplemental Agreements shall be as stipulated in such agreement, except that when the Contractor proceeds with the Work without change of price being agreed upon, he shall be paid for such increased or decreased quantities at the Contract Unit Prices Bid in the Proposal for the Items of the Work.

109.06 Eliminated Items

Should any Items contained in the Proposal be found unnecessary for the proper completion of The Work, the Engineer

may, upon written order to the Contractor, eliminate such Items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of Items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notifications.

109.07 Partial Payments

A. General

A total value of Items the end of each calendar month, that are complete in place will be estimated by the Engineer and certified for payment. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Item Unit Prices or on percentage of completion

B. Minimum Payment

No partial payment will be made unless the amount of payment is at least \$1000.00.

C. Liquidated Damages

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

D. Other Deductions

In addition to the deductions provided for above, the City has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the City is directly responsible, including, but not limited to, royalties.

E. Amount of Payment of Lump Sum Items

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the City to recover the monies from any other Contract he may have with the City, or to otherwise reimburse the City. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

F. Interest

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the City as authorized by Subsection 109.07.A, Subsection 109.07.B.6. Subsection 109.07.C, Subsection 109.07.D. Subsection 109.07.E, and Subsection 109.07.F.

G. Insert the Following in Each Subcontract

The Contractor shall insert the following in each Subcontract entered into for work under this Contract:

"The Contractor shall not withhold any retainage on Subcontractors. The Contractor shall pay the Subcontractor 100% percent of the gross value of the Completed Work by the Subcontractor as indicated by the current estimate certified by the Engineer for payment."

Neither the inclusion of this Specification in the Contract between the City and the Prime Contractor nor the inclusion of the provisions of this Specification in any Contract between the Prime Contractor and any of his . Subcontractors nor any other Specification or Provision in the Contract between the City and the Prime Contractor shall create, or be deemed to create, any relationship, contractual or otherwise, between the City and any Subcontractor.

109.08 Final Payment

When Final inspection and Final Acceptance have been made by the City of Dahlonga Inspector and approved by the City Manager, Final payment will be made. Final payment will be for all worked placed and completed in a satisfactory manner minus any previous payments.

When Final Inspection and Final Acceptance have been made by the Engineer, the Engineer will prepare the Final Statement

of the quantities of the various classes of work performed. All prior partial estimates and payments shall be subject to correction in the Final Statement.

A. Termination of City's Liability

Final payment will be in the amount determined by the City as due and unpaid. The acceptance of the final payment or execution of the Standard Release Form or failure of the Contractor to act within 120 days as provided herein after tender of payment, or final payment to the Contractor's Surety in accordance with the provisions stipulated herein, shall operate as and be a release to the City, the Council, and the Engineer from all claims of liability under this contract and for any act or neglect of the City, the Council, or the Engineer.

109.09 Termination Clause

A. General

The City may, by written notice, terminate the Contract or a portion thereof for the City's convenience when the City determines that the termination is in their best interest, or when the Contractor is prevented from proceeding with the Contract as a direct result of one of the following conditions:

1. An Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
2. The Engineer and Contractor each make a determination, that, due to a shortage of critical materials required to complete the Work which is caused by allocation of these materials to work of a higher priority by the Federal Government or any agency thereof, it will be impossible to obtain these materials within a practical time limit and that it would be in the public interest to discontinue construction.
3. An injunction is imposed by a court of competent jurisdiction which stops the Contractor from proceeding with the Work and causes a delay of such duration that it is in the public interest to terminate the Contract and the Contractor was not at fault in creating the condition which led to the court's injunction.

The decision of the Engineer as to what is in the public interest and as to the Contractor's fault, for the purpose of Termination, shall be final.

B. Implementation

When, under any of the conditions set out in Subsection A of this Section, the Contract, or any portion thereof, is terminated before completion of all Items of Work in the Contract, the Contractor shall be eligible to receive some or all of the following items of payment:

1. For the actual number of units of items of Work completed, payment will be made at the Contract Unit Price.
2. No payment will be made, and the City will have no liability, for lost profits on Work not performed. In particular, the City will not be liable to the Contractor for all profits the Contractor expected to realize had the Project been completed, nor for any loss of business opportunities, nor for any other consequential damages.
3. In order that the City may make a determination of what sums are payable hereunder, the Contractor agrees that, upon termination of the Contract, it will make all of its books and records available for inspection and auditing by the City. To be eligible for payment, costs must have been actually incurred, and must have been recorded and accounted for according to generally accepted accounting principles, and must be items properly payable under City policies.
4. The sums payable under this Subsection shall be the Contractor's sole and exclusive remedy for termination of the Contract.

C. Termination of a Contract

Termination of a Contract or a portion thereof shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the Work performed.

109.10 Interest

In the event any lawsuit is filed against the City alleging the Contractor is due additional money because of claims or for any breach of contract, the Contractor hereby waives and renounces any right it may have under O.C.G.A. Section 13-

6-13 to prejudgment interest. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

SECTION 109 – MEASUREMENT & PAYMENT (LMIG Projects)

A. General:

On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

SECTION 150 – TRAFFIC CONTROL

All items done on this project shall be according to the Ga. Dept. of Transportation 2013 standard specifications and All Traffic control measures shall be done in accordance with the most current edition of the Manual of Uniform Traffic Control Devices (MUTCD)

A. TRAFFIC CONTROL DEVICES

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions.

B. IMPLEMENTATION REQUIREMENTS

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the work require that the lap of the guardrail be changed, this work shall be completed before the roadway is opened to traffic. The work to change the lap of any guardrail shall be included in Traffic Control- Lump Sum.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Section 150.

1. INSTALLATION/REMOVAL OF WORK AREA SIGNAGE: No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (7) calendar days after beginning installation.

All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) calendar days after completion of the Work, the City shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

PUNCHLIST WORK: Portable signs shall be utilized to accomplish the completion of all punch list items. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the punch list work except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the punch list work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as non-performance under Section 150.

C. LANE CLOSURES:

1. Approval/Restrictions

All lane closures of any type or duration shall have the prior approval of the Engineer.

2. CONSTRUCTION VEHICLES IN THE WORKZONE

The parking of Contractor's and/or workers personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the Worksite Traffic Control Supervisor to ensure that any vehicle present at the worksite is necessary for the completion of the work.

150.03 SIGNS:

A. SIGNING REQUIREMENTS OF THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN

Existing street name signs shall be maintained at street intersections.

B. ADVANCE WARNING SIGNS:

1. All Type Of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part VI of the MUTCD and shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK AHEAD sign.

When work terminates at a "T" intersection, a minimum of one "ROAD WORK AHEAD" sign shall be placed in advance of the intersection and one "END ROAD WORK" sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

C. LOW/SOFT SHOULDER SIGNAGE

Low or soft shoulder signs shall be utilized in accordance with the following conditions:

PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS:

"LOW/SOFT SHOULDER" signs shall be erected when a difference in elevation exceeds one (1") inch but does not exceed three (3") inches between the travel way and any type of shoulder unless the difference in elevation is four (4') feet or greater from the edge of the traveled way.

SHOULDER BUILDING INCLUDED IN THE CONTRACT: "Low/Soft Shoulder" signs shall be erected as per the requirement of Standards 9102, 9106, and 9107. "Shoulder Drop-off" signs (W8-9a) shall be erected as per the requirements of the MUTCD. These signs shall be maintained until the conditions requiring their installation have been eliminated. The Contractor shall remove all interim warning signs before final acceptance.

D. BUMP SIGNAGE:

TWO-LANE TWO-WAY HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation that exceeds one and three quarters (1-3/4") inches in depth with no horizontal taper to ramp the traffic from one elevation to the other. This includes utility and storm drainage repairs that require concrete placement for patching and/or steel plating.

The (W8-1) sign shall be placed sufficiently in advance to warn the motorist of the condition.

150.07 FLAGGING AND PILOT CARS:

A. FLAGGERS

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

B. FLAGGER CERTIFICATION

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

C. FLAGGER APPEARANCE AND EQUIPMENT

Flaggers shall wear high-visibility clothing in compliance with Subsection 150.01.A. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person. They shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be 24" inches square and red or red/orange in color. For night work, the vest shall have reflectorized stripes which meet the requirements of the MUTCD.

D. FLAGGER WARNING SIGNS

Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

E. PILOT VEHICLE REQUIREMENTS

Pilot vehicles will be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the MUTCD.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$200
\$100,000	\$1,000,000	\$500
\$1,000,000	\$5,000,000	\$1,000
\$5,000,000	\$20,000,000	\$1,500
\$20,000,000	\$40,000,000	\$2,000
\$40,000,000	\$-----	\$3,000

150.09 MEASUREMENT

A. TRAFFIC CONTROL

When listed as a pay item in the Proposal, payment will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of 25 (twenty-five) percent of the Lump Sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus 25 (twenty-five) percent will be paid (less previous payments), not to exceed one hundred (100) percent.

B. PAVEMENT MARKINGS

Pavement markings will be measured as specified in Section 150.

150.10 PAYMENT:

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately.

- Item No. 150. Traffic ControlLump Sum
- Item No. 150. Traffic Control, Solid Traffic Stripe_ Inch, (Color)Per Linear Mile
- Item No. 150. Traffic Control, Skip Traffic Stripe_ Inch, (Color) Per Linear Mile

SECTION 400 – HOT MIX ASPHALTIC CONCRETE CONSTRUCTION

All hot mix asphaltic concrete construction done on this project shall meet all the requirements of section 400 of the 2013 edition of the Ga. DOT standard specifications.

Submissions of paving plan and job mix formulas are required on this project as outlined in section 400 of the specs.
Section 402-Hot Mix Recycled Asphaltic Concrete

402.1 General Description

This work includes producing and placing hot mix recycled asphaltic concrete that incorporates reclaimed asphalt pavement (RAP), reclaimed asphalt shingles (RAS), virgin aggregate, hydrated lime, and neat asphalt cement.

Recycled Asphaltic Concrete is allowed on this project at the discretion of the contractor but must meet all the requirements as set forth in the Ga. Dot. Specifications, 2013 edition, Section 402.

A. RAP Material Composition

Use RAP materials from any of the following:

- Existing roadway
 - Contractor's RAP stockpile that has been approved by the City.
 - City stockpile
-

The City may reject by visual inspection stockpiles that are not clean and free of foreign materials

402.5 Payment

The work performed and the materials furnished as described in this Specification will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for providing materials, hauling and necessary crushing, processing, placing, rolling and furnishing the recycled mixture, and providing labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling RAP material.

SECTION 413 – BITUMINOUS TACK COAT – OFF SYSTEM

413.1 General Description

This work includes furnishing and applying a bituminous tack coat on a prepared road surface including cleaning the road surface. Material used for tack shall be Asphalt Cement. No Anionic or Cationic emulsified asphalt will be allowed for use as tack.

All work and material shall be all the specs outlined in section 413 of the 2013 edition of the Ga. Standard Specifications.

Asphalt cement of performance grade PG 58 22, PG 64-22 or PG 67-22 is used for bituminous tack coat in work performed in Section 400.