

# **SPECIFICATIONS AND CONTRACT DOCUMENTS**

## **CITY OF JASPER PROJECT NO. 2017-003 ASPHALT PAVING PROJECT**

### **NOTICE TO BIDDERS**

Separate sealed Bids for the construction of PROJECT NO. 2017-003 ASPHALT PAVING PROJECT will be received by the City of Jasper, 200 Burnt Mountain Road, Jasper GA 30143, **until 1:00 pm local time on the 2<sup>nd</sup> day of October 2017 at said place publicly opened and read aloud.**

The work to be done consists of cleaning, tacking and placing an asphaltic overlay, on 21 streets in the City of Jasper in approximate length as follows: Appalachian Trail 696 ft., Pioneer Industrial Blvd. 1280 ft., Don Westbrook Ave. N. 632 ft., Don Westbrook S. 547 ft., Oakmont 1367 ft., Fernwood Court 196 ft., Castlewood Court 619 ft., CC Pritchard St. 516 ft., Frontier Rd. 3436 ft., Rhododendron Dr. 533 ft., Linda Court 283 ft., Racheal Dr. 924 ft., Rebecca St. 3235 ft., Laurel Lane 134 ft., Settlement Rd. 1152 ft., Crystal Creek 1808 ft., Crystal Creek Way 508 ft., Crystal Creek Court 152 ft., Piney Ridge Rd. 1903 ft., Brer Rabbit Trail 1257 ft. and Piney Woods Court 501 ft.

The winning bidder will be required to do the following:

1. Provide a performance bond equal to the amount of the bid or a five (5%) deposit of the total bid.
2. Provide the City a copy of certificate of insurance with the City as additional insured.
3. After the award of the contract and before the start of work, you will be required to attend a pre-construction conference with representatives of the City. The conference will serve to acquaint the participants with the general plan for the paving of the streets and to discuss any special conditions that the City may have that may alter the original bid price.

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

Copies of Bidding Documents may be obtained on our website [www.jasper-ga.us](http://www.jasper-ga.us) or at the City of Jasper located at 200 Burnt Mountain Road, Jasper, GA 30143 phone no. (706) 692-9100.

## INSTRUCTIONS TO BIDDERS

### 1. PROJECT DESCRIPTION

The project consists of cleaning, tacking, and the placement and compaction of overlays as defined on the Bid Form. Total tonnage is estimated at **4,027** tons. Work hours will be restricted to daylight hours only. The contractor will be allowed to place signage on tripods. It is required to post an advanced Warning sign on this project. Any and all manholes or valves located requiring risers will be installed by the contractor and not covered over with asphalt. All risers will be furnished by the City and all streets with curbing will be profile milled prior to resurfacing.

### 2. RECEIPT AND OPENING OF BIDS

The City of Jasper invites bids on the forms attached hereto. All blanks must be filled in appropriately. Bids will be received by Lisa Hoyle, at City Hall, 200 Burnt Mountain Road, Jasper, Georgia 30143 until **1:00 p.m., Monday, October 2, 2017**, local time.

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

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

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Jasper City Hall.

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

The City of Jasper reserves the right to reject any and all bids and to waive any informality in bidding.

### 3. PREPARATION OF BIDS

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

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

### 4. BID GUARANTEE REQUIREMENTS

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

The City requires that the successful bidder shall execute a surety bond in the amount of the contract award; said bond to be subject to the approval of the Mayor and City Attorney of the City. Unless the 5% of the bid is accompanied by the bid.

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

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

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

## 5. STATE OF GEORGIA AND FEDERAL CONTRACTOR REQUIREMENTS

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

Bidders must provide a valid Form W-9.

## 6. EXAMINATION OF SITE

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

## 7. TIME OF COMPLETION

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

**WORK SHALL BE COMPLETED WITHIN FORTY-FIVE (45) CALENDAR DAYS.**

## 8. INDEMNITY

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

## 9. INSURANCE

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

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

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

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

**PROJECT NO. 2017-003  
 ASPHALT PAVING PROJECT  
 CITY OF JASPER  
 Residential Streets**

Item	Street	Approx. Length in Feet	Approx. Width	Thickness
1	Appalachian Trail	696	20'	1.5 inches
2	Pioneer Ind. Blvd	1280	22'	1.5 inches
3	Don Westbrook Ave. N.	632	23'	1.5 inches
4	Don Westbrook Ave. S.	547	23'	1.5 inches
5	Oakmont	1367	22'	1.5 inches
6	Fernwood Court	196	14'	1.5 inches
7	Castlewood Court	619	20'	1.5 inches
8	CC Pritchard Street	516	16'	1.5 inches
9	Frontier Rd.	3436	21'	1.5 inches
10	Rhododendron Dr.	533	14'	1.5 inches
11	Linda Court	283	18'	1.5 inches
12	Rachel Dr.	924	18'	1.5 inches
13	Rebecca St.	3235	20'	1.5 inches
14	Laurel Lane	134	12'	1.5 inches
15	Settlement Rd.	1152	14'	1.5 inches
16	Crystal Creek Rd.	1808	20'	1.5 inches
17	Crystal Creek Way	508	20'	1.5 inches
18	Crystal Creek Court	152	18'	1.5 inches
19	Piney Ridge Rd.	1903	21'	1.5 inches
20	Brer Rabbit Trail	1257	18'	1.5 inches
21	Piney Woods Court	501	16'	1.5 inches

**Total estimated length 21,679 feet**

**PROPOSAL**

In compliance with your legal Notice to Bidders for the City of Jasper 2017-003 Asphalt Paving Project; the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership of \_\_\_\_\_; an individual doing business as \_\_\_\_\_; of the City of \_\_\_\_\_, State of \_\_\_\_\_; having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

**CITY OF JASPER 2017-003 ASPHALT PAVING PROJECT  
JASPER, GEORGIA**

ITEM	DESCRIPTION	APPROXIMATE LENGTH IN FEET	APPROXIMATE WIDTH IN FEET	ESTIMATED TONNAGE	UNIT PRICE PER TON	TOTAL PRICE
1	Appalachian Trail	696	20	132		
2	Pioneer Ind. Blvd	1280	22	266		
3	Don Westbrook Ave. N.	632	23	138		
4	DonWestbrook Ave. S.	547	23	119		
5	Oakmont	1367	22	284		
6	Fernwood Court	196	14	26		
7	Castlewood Court	619	20	117		
8	CC Pritchard Street	516	16	78		
9	Frontier Rd.	3436	21	681		
10	Rhododendron Dr.	533	14	71		
11	Linda Court	283	18	49		
12	Rachel Dr.	924	18	157		
13	Rebecca St.	3235	20	610		
14	Laurel Lane	134	12	16		
15	Settlement Rd.	1152	14	153		
16	Crystal Creek Rd.	1808	20	341		
17	Crystal Creek Way	508	20	96		
18	Crystal Creek Court	152	18	26		
19	Piney Ridge Road	1903	21	377		
20	Brer Rabbit Trail	1257	18	214		
21	Piney Woods Court	501	16	76		
	<b>TOTAL ESTIMATED TONS</b>			<b>4,027</b>		

**TOTAL BID PRICE: DOLLARS AND CENTS (\$ \_\_\_\_\_ )**



**PROPOSAL (CONTINUED)**

BIDDER understands that the quantities of work shown herein are approximate only and are subject to increase and decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the unit prices stated above for the work described.

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informalities in bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of THIRTY (30) days after the scheduled closing time for receiving bids.

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

BY: Contractor's Name \_\_\_\_\_

Signature Title \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

Business Address \_\_\_\_\_

Seal (if bid is by a corporation)

## CONTRACT

This contract made and entered into this \_\_\_\_ day \_\_\_\_\_ of 2017, by and between, \_\_\_\_\_, parties of the first part, hereinafter called the "CONTRACTOR," and the CITY OF JASPER, through its governing body and authorized representative, party of the second part, hereinafter referred to as the "CITY."

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

1. The CONTRACTOR shall, in a good and workmanlike manner and at his own cost and expense, furnish all labor, materials, plans, equipment, tools and such other accessories necessary for the proper and complete 2017-003 Asphalt Paving Project in the CITY including any and all incidental and collateral work required.
2. It is expressly understood and agreed by the parties hereto that the Notice to Bidders, Instruction to Bidders, Proposal, Contract, Specifications and other items hereto, including any drawings, explanations, and instructions to CONTRACTOR are each and all, herein incorporated by reference and together with this Construction Contract constitute the Contract.
3. The work shall be completed within forty-five (45) calendar days after the date which the CONTRACTOR is to start the work as provided in the Contract Documents.
4. The Contract Price set forth under Paragraph Five (5) below and subject to adjustment modifications as provided therein, shall represent the total of all sums due the CONTRACTOR for work installed under this Contract. No verbal or written order of the CITY or any of their employees shall modify or act as a waiver of the Contract Price.
5. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the CITY, the CITY shall pay and the CONTRACTOR shall receive the lump sums and/or unit prices stipulated in the Contractor's Proposal in the total amount of dollars and cents (\$), which total sum shall be known as full compensation of the Contract Price.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY OF JASPER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor



## SPECIFICATIONS

### SCOPE OF WORK

The work to be done under this specification shall consist of: (1) Sweeping and Cleaning the existing asphalt surfaces; (2) Applying a tack coat followed by the placing and compacting of the hot-mix asphalt surface course; and (3) All intersections of streets within the designated areas shall be paved to the curb returns or end of radius for turnouts, unless instructed otherwise by the City. The center of the streets will be marked by your company, with yellow marking tape squares as needed for the drivers to locate the centerline until a permanent line is painted.

### CLEANING & SWEEPING

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

### HOT MIX ASPHALT SURFACE COAT

1. **GENERAL:** The hot-mix asphalt surface course shall consist of one course constructed on the existing asphalt surface in accordance with the requirements of the specifications and shall be constructed in conformity with the existing lines, grade, and compacted thickness as shown on the bid form.
2. **PLACING THE MIX:** A tack coat (refer to miscellaneous specifications) shall be applied prior to the placing thereon of the surface course. The hot-mix asphalt surface course shall not be placed when weather conditions are unfavorable. The hot-mix asphalt surface Course shall be placed with a self-powered asphalt paver capable of operating at variable speeds and spreading and finishing the mix without segregation, and to the depth, as shown on the bid form. The screed or strike-off assembly shall be adjustable to the required crown and shall be designed to lay the pavement mixture in widths from 8 feet to 12 feet in increments of one foot or less without use of forms. The temperature at which the mix shall be placed shall be between 225\_ and 325\_ F. Placing the mix shall be in continuous operation and the paver shall place the mix to a smooth surface that is uniform in density and texture.
3. **COMPACTING THE MIX:** The mix shall be compacted immediately after placing. Initial rolling shall follow the paver as close as practical and shall be performed with a power driven steel roller weighing not less than 8-10 tons. The longitudinal joint shall be rolled first in order to achieve a thoroughly compacted neat joint. Final rolling shall be done with the same equipment used for initial rolling and shall eliminate marks for previous rolling.

## MISCELLANEOUS SPECIFICATIONS

**TACK COAT:** A tack coat of approximately 0.05 to 0.10 gallon per square yard shall be applied where necessary by a pressure distributor designed and operated to distribute the tack coat uniformly, without atomization in the amount and between the limits specified.

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

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

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

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

All Occupational Safety and Health Act requirements shall be observed.

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

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

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

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