



PUTNAM COUNTY
INVITATION TO BID (ITB)

| | | |
|--|--|--|
| Bid Number: 16-42001-001 | Project Name: FY 16 LMIG Resurfacing and Reconstruction Program | |
| Due Date and Time: April 25 th , 2016 Local Time: 4:00pm | Number of Pages: <u> 98 </u> | |

| | |
|--|---|
| ISSUING DEPARTMENT INFORMATION | |
| County Manager's Office Issue Date: March 28th, 2016 | |
| Putnam County | Phone: 706-485-5826 Fax: 706-923-2345 Website: www.putnamga.us |

| | |
|---|---|
| INSTRUCTIONS TO BIDDERS | |
| Return Submittal to: Putnam County Board of Commissioners <u>ATTN:</u> Paul Van Haute County Manager 117 Putnam Drive Suite A Eatonton, GA 31024 | Mark Face of Sealed Envelope/Package: Bid Number: 16-42001-001 Name of Company or Firm: _____ <ul style="list-style-type: none"> • Special Instructions: Deadline for Questions: April 18th, 2016 – 5:00 PM • Email questions to Larry Kaiser at (owner's representative); kaiser@co-infra-services.com (call 404-909-5619 to confirm receipt of email) • Refer to Schedule of Events in bid package for additional instructions |

| | |
|---|---|
| BIDDERS MUST COMPLETE THE FOLLOWING | |
| Bidder Name/Address: | Authorized Bidder Signatory: (Please print name and sign in ink) |
| Bidder Phone Number: | Bidder FAX Number: |
| Bidder Federal I.D. Number: | Bidder E-mail Address: |
| BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE | |

Table of Contents

| <u>Topic</u> | <u>Page</u> |
|--|--------------------|
| Invitation to Bid (legal ad) | 3 |
| Bidding Instructions (What must be submitted) | 4 |
| Insurance/Bond Requirements | 5 |
| Bid Form and Addenda Acknowledgement | 9 |
| Bid Bond | 11 |
| Qualifications Signature and Certification | 14 |
| Corporate Certificate | 14 |
| List of Subcontractors | 15 |
| Contractor Affidavit and Agreement (E-Verify) | 16 |
| Bid Schedule | 17 |
| Disclosure Form | 21 |
| General Conditions | 22 |
| EPD Air Quality Rules | 27 |
| Project Descriptions & Work Scope | 28 |
| Specifications | 36 |
| Schedule of Events | 53 |
| Sample Contract Agreement | 54 |
| Quantity Estimate Tables A-1 to A-3 | 80 |
| Map Locations | 84 |
| Asphalt Core Detail Table B | 95 |
| Asphalt Safety Wedge/Fillet Diagram | 97 |

INVITATION TO BID
ASPHALT RESURFACING AND RECONSTRUCTION OF COUNTY ROADS

Putnam County is accepting sealed bids from qualified firms for the *Local Maintenance Improvement Grant* (LMIG) FY16 Resurfacing and Reconstruction Program for the Board of Commissioners in conformance with Title 32, Chapter 4, Article 4, and Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. Work required under the Contract includes asphalt resurfacing and repairs, shoulder rehabilitation and striping.

The project shall be Substantially Complete within **90 calendar** days from the date of issuance of Notice to Proceed. Liquidated damages of \$100 per day will be assessed if work is not completed within 90 calendar days from the date of the Notice to Proceed.

Putnam County will receive sealed bids until **4:00 PM on April 25th, 2016 at 117 Putnam Drive, Suite A, Eatonton, GA 31024; ATTN: Paul Van Haute – County Manager**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud in the Administration Building Conference Room (Room 301) at approximately 4:15 PM on April 25th, 2016. All interested parties are invited to attend. A non-mandatory pre-bid conference will be held at **1:00 PM on April 14th, 2016 at the Putnam County Administration Building; 117 Putnam Drive, Room 301, Eatonton, GA 31024**. All contractors are urged to attend. Apparent bid results will be posted on the county web site; <http://www.putnamcountyga.us>. Bids received after the above date and time or in any location other than that specified will not be accepted.

Bidding Documents are available for download from the Putnam County Board of Commissioners web site; <http://www.putnamcountyga.us>.

Bids shall be presented in a sealed envelope with the bid number (16-42001-001) and the name of the company or firm submitting clearly marked on the outside of the envelope. **ONE (1) ORIGINAL (PAPER) AND TWO (2) COPIES (PAPER) AND A PDF COPY OF THE BID ON A CD MUST BE SUBMITTED**. Bids will not be accepted verbally, by fax, or email.

Award will be made to the vendor submitting the lowest responsive and responsible bid. The Putnam County Board of Commissioners reserves the right to reject any or all bids and re-advertise, to waive any informalities or irregularities and to make an award as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

All contractors shall submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid, made payable to Putnam County, Georgia. The selected contractor will be required to submit a one hundred percent (100%) performance bond, a one hundred percent (100%) payment bond and a maintenance bond equating to one-sixth (1/6) of the contract amount.

Putnam County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the Putnam County Government should be directed to Paul Van Haute, County Manager, Putnam County Administrative Offices, 706-485-5826.

All questions regarding the bid documents shall be made via email to the Project Manager; kaiser@co-infra-services.com. The Project Manager will acknowledge receipt of questions. If bidder does not receive acknowledgement, it's the bidder's responsibility to contact the Project Manager at 404-909-5619 to ensure questions are received. The deadline to submit questions is 5:00 PM on April 18th, 2016. The County will post "Response to Questions and/or Addendum", if applicable, on the County web site no later than 5:00PM on April 19th, 2016.

PUTNAM COUNTY
Invitation to Bid 16-42001-001

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

| Item | Description | Page(s) |
|-------------|--|----------------|
| 1 | Filled out and Signed Invitation to Bid | 1 |
| 2 | Bid Form and Addenda Acknowledgement (2 pages) | 9-10 |
| 3 | Bid Bond (3 pages) | 11-13 |
| 4 | Qualification Signature and Certification | 14 |
| 5 | List of Subcontractors | 15 |
| 6 | Contractor Affidavit and Agreement (eVerify) | 16 |
| 7 | Bid Schedule (3 pages) | 17-20 |
| 8 | Disclosure Form | 21 |

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price contract with one firm to be the primary supplier of the LMIG- FY16 Asphalt Resurfacing and Reconstruction Program.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive, but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The County shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The County reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors’ until fully paid for by the County.

All items to be bid FOB, Putnam County, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor’s expense to the complete satisfaction of Putnam County with no additional expense to the County. Prime contractor shall perform **ALL** the asphalt resurfacing work. Other bid items can be subcontracted.

EVALUATION

The County intends to evaluate the Invitation-to-Bid (ITB) on the lowest, best, responsible, and responsive vendor.

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the County.

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the County Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the County. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County within ten (10) days of the Notice of Award. The County reserves the right to

require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the Putnam County. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-sixth (1/6) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the County and subject to the review and approval of the County Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A PROPOSAL

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the County are entirely the responsibility of the bidder. The County is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the Putnam County.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: COUNTY MANAGER
PUTNAM COUNTY
EATONTON, GEORGIA 31024**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Putnam County, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number 16-42001-001
Asphalt Resurfacing and Reconstruction Program**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the Putnam County in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within ninety (90) calendar days from the Notice to Proceed. If weather affects the required completion schedule, The County and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$ (Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

If this bid shall be accepted by the Putnam County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, including the Maintenance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the Putnam County may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the Putnam County as liquidated damages.

Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date viewed |
|--------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20 _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
PUTNAM COUNTY, GEORGIA**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "County" (Name and Address):

Putnam County Board of Commissioners
ATTN: County Manager
117 Putnam Drive
Suite A
Eatonton, Georgia 31024

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title:

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the County; or
 - 3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 90 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20 _____

_____(Seal)
(Signature)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

ATTACH ADDITIONAL PAGES AS NECESSARY

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

EXHIBIT "F"

STATE OF GEORGIA

PUTNAM COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Putnam County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Putnam County, 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 in the form attached hereto as Exhibit "G." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Putnam County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public
My Commission Expires:

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)

BID SCHEDULE OF ITEMS

Contract Scope: Furnish all labor, materials, and equipment for resurfacing, leveling, joint/crack sealing, pavement fabric and striping for Godfrey Rd, Harmony Rd, Whitney St., Little River Ct. and Twin Bridges Rd; including re-striping Martin Luther King Rd, Long Shores Drive and Harmony Rd

| ITEM NUMBER | ITEM DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|-------------|---|-------|----------|------------------|--------------|
| 1 | Traffic Control | LS | 1 | | |
| 2 | 9.5 mm Recycled Asph. Conc. - including Bituminous Material , Lime and Tack Coat (SP Type I, GP 1) <i>Description:</i> spread rate – 165 lbs./sy | TN | 9,032 | | |
| 3 | 12.5 mm Recycled Asph. Conc. Leveling – including Bituminous Material, Lime and Tack Coat <i>Description:</i> spread rate – 165 lbs./sy for milled areas < 2.5 | TN | 4,134 | | |
| 4 | 19 mm Recycled Asph. Conc. Patching - including Bituminous Material, Lime and Tack Coat <i>Description:</i> spread rate – 220 – 275 lbs./sy for milled areas | TN | 1,854 | | |
| 5 | Grading; Adjust Shoulder to Grade | LM | 15.4 | | |
| 6 | Pavement Reinforcement Underlying Fabric; including bituminous binder | SY | 4,500 | | |
| 7 | Asphalt Rubber Joint and Crack Fill; TP M | LM | 2,300 | | |
| 8 | Mill Asphalt Conc. Pvmt; 1 - 2.5 inches | SY | 35,923 | | |
| 9 | Mill Asphalt Conc. Pvmt.; > 2.5 inches | SY | 23,676 | | |
| 10 | Solid Traffic Stripe (“Paint”), 24 inch White | LF | 240 | | |
| 11 | Solid Traffic Stripe, 5 inch, White Paint | LM | 46.18 | | |
| 12 | Solid Traffic Stripe , 5 inch, Yellow Paint | LM | 43.68 | | |
| 13 | Skip Traffic Stripe,, 5 inch, Yellow Paint | LM | 6.1 | | |
| 14 | Thermoplastic Pavement Marking, RR/Hwy Crossing Symbol | EA | 1 | | |
| 15 | Sod | SY | 2640 | | |
| | | | | TOTAL BID | |

Print Total Bid Price: (print) _____

BID SCHEDULE OF ITEMS
“ADD ALTERNATE #1”

Scope: Furnish all labor, materials, and equipment for resurfacing, leveling, joint/crack sealing, pavement fabric and striping for Godfrey Rd, Whitney St., Little River Ct. and Twin Bridges Rd; including re-striping Martin Luther King Rd, Long Shores Drive and Harmony Road. Expanded (Foamed) Asphalt Stabilized Base reconstruction shall be utilized for Harmony Rd (951 Harmony Rd to Lake Man)

| ITEM NUMBER | ITEM DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|-------------|---|-----------|----------|-------------------------------|--------------|
| 1 | Traffic Control | LS | 1 | | |
| 2 | 9.5 mm Recycled Asph. Conc. - including Bituminous Material , Lime and Tack Coat (SP Type I, GP 1) <i>Description: spread rate – 165 lbs./sy</i> | TN | 9032 | | |
| 3 | 12.5 mm Recycled Asph. Conc. Leveling – including Bituminous Material, Lime and Tack Coat | TN | 2,143 | | |
| 5 | FDR - Expanded (Foamed) Asphalt Stabilized Base Course | SY | 37,000 | | |
| 6 | Mill Asphalt Conc. Pvmt; 1 - 2.5 inches | SY | 6,453 | | |
| 7 | Grading; Adjust Shoulder to Grade | Lane Mile | 15.4 | | |
| 8 | Pavement Reinforcement Underlying Fabric; including bituminous binder | SY | 3,500 | | |
| 9 | Asphalt Rubber Joint and Crack Fill; TP M | Lane Mile | 2,300 | | |
| 10 | Solid Traffic Stripe, 24 inch White Paint | LF | 240 | | |
| 11 | Solid Traffic Stripe, 5 Inch, White Paint | Lane Mile | 46.18 | | |
| 12 | Solid Traffic Stripe, 5 inch, Yellow Paint | Lane Mile | 43.68 | | |
| 13 | Skip Traffic Stripe,, 5 “ Yellow Paint | Lane Mile | 6.1 | | |
| 14 | Thermoplastic Pavement Marking, RR/Hwy Crossing Symbol | EA | 1 | | |
| 15 | Sod | SY | 250 | | |
| | | | | TOTAL BID (Add Alt.#1) | |

Print Total Bid Price: (print) _____

BID SCHEDULE OF ITEMS
“ADD ALTERNATE #2”

Scope: Furnish all labor, materials, and equipment for resurfacing, milling, asphalt leveling, joint/crack sealing, pavement fabric and striping for Godfrey Rd, Whitney St., Little River Ct. and Twin Bridges Rd; including re-striping Martin Luther King Rd, Long Shores Drive and Harmony Rd. Full-depth reclamation (no chemical stabilization) with Graded Aggregate Base, shall be utilized for Harmony Rd (951 Harmony Rd to Lake Man)

| ITEM NUMBER | ITEM DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|-------------|---|-----------|----------|-------------------------------|--------------|
| 1 | Traffic Control | LS | 1 | | |
| 2 | 9.5 mm Recycled Asph. Conc. - including Bituminous Material , Lime and Tack Coat (SP Type I, GP 1) <u>Description:</u> spread rate – 165 lbs./sy | TN | 9,032 | | |
| 3 | 12.5 mm Recycled Asph. Conc. Leveling – including Bituminous Material, Lime and Tack Coat <u>Description:</u> spread rate – 165 lbs./sy | TN | 3076 | | |
| 5 | Full-Depth Reclamation (no chemical treatment) <u>Description:</u> Avg. 5 inch depth of reclamation | SY | 26,000 | | |
| 6 | Mill Asphalt Conc. Pvmt; 1 - 2.5 inches | SY | 12,907 | | |
| 7 | Graded Aggregate Base <u>Description:</u> up to 4 inches | TN | 10,400 | | |
| 8 | Grading; Adjust Shoulder to Grade | Lane Mile | 15.4 | | |
| 9 | Pavement Reinforcement Underlying Fabric; including bituminous binder | SY | 3,000 | | |
| 10 | Asphalt Rubber Joint and Crack Fill; TP M | Lane Mile | 2,300 | | |
| 11 | Solid Traffic Stripe, 24 inch White Paint | LF | 240 | | |
| 12 | Solid Traffic Stripe, 5 Inch, White Paint | Lane Mile | 46.18 | | |
| 13 | Solid Traffic Stripe, 5 inch, Yellow Paint | Lane Mile | 43.68 | | |
| 14 | Skip Traffic Stripe,, 5 “ Yellow Paint | Lane Mile | 6.1 | | |
| 15 | Thermoplastic Pavement Marking, RR/Hwy Crossing Symbol | EA | 1 | | |
| 16 | Sod | SY | 250 | | |
| | | | | TOTAL BID (Add Alt.#2) | |

Print Total Bid Price: (print) _____

**BID SCHEDULE OF ITEMS
ADD ALTERNATE #3**

Scope: Replace “Paint” with Thermoplastic Striping and Markings

| ITEM NUMBER | ITEM DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|-------------|---|-----------|----------|------------------|--------------|
| 1 | Thermoplastic Solid Traffic Stripe, 24 inch White | Lane Mile | 240 | | |
| 2 | Thermoplastic Solid Traffic Stripe, 5 inch, White | Lane Mile | 46.18 | | |
| 3 | Thermoplastic Solid Stripe, 5 inch, Yellow | Lane Mile | 43.68 | | |
| 4 | Thermoplastic Skip Traffic Stripe, 5 inch, Yellow | Lane Mile | 6.1 | | |
| | | | | TOTAL BID | |
| | | | | (Add Alt.#3) | |

Bidder MUST provide a Total Bid Price for the Primary Bid and EACH ALTERNATIVE (total of 3). Bidders not providing a bid for all four (4) “Schedule of Items” will be disqualified from submitting a bid for Bid #16-42001-001.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the Putnam County Board of Commissioners within Ninety (90) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule. The Ninety (90) days is applicable to EACH of the three (3) bids submitted

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with Putnam County officials/employees or Owner's Representative (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the Putnam County Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Putnam County Official.

| Amount/Value | Description |
|--------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please list any family member that is currently (or has been employed within the last 9 months) by the Putnam County and your relation:

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.14
COMMISSIONER

Delete as written and substitute the following:
COUNTY MANAGER, PUTNAM COUNTY

Section 101.22
DEPARTMENT

Delete as written and substitute the following:
COUNTY MANAGER

Section 101.24
OWNER'S REPRESENTATIVE

Delete as written and substitute the following:
OWNER'S REPRESENTATIVE

Section 101.84

Add: OWNER'S REPRESENTATIVE

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS,
SPECIFICATIONS, SPECIAL PROVISIONS,
AND SITE OF THE WORK

Add the following paragraph:

“The County will not be responsible for Bidders’ errors or misjudgment, nor for any information on local conditions or general laws and regulations.”

Section 102.07 REJECTION OF
PROPOSALS

Add the following subparagraphs

“I. The County reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the County reserves the right to award the bid to the lowest,

responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

“J. The County also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to The Putnam County, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to Putnam County, Georgia. Such Bid Bond shall be on the forms provided by the County.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

Bids shall be submitted on the Bid Form provided by the County.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the County Manager, The Putnam County Board of Commissioners, 117 Putnam Dr., Suite A, Eatonton, GA 31024; 706-485-5826(office). Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received

in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103

AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The Putnam County reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-sixth (1/6) of the contract. “

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the Putnam County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest bidder, may be re-advertised, or may be

constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.21 CONTRACTORS

Add the following sentence to Paragraph A:

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the Second Paragraph under ‘A. General’

As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Owner’s Representative, the County shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Owner’s Representative for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following.

“Final Payment: Upon completion by the Contractor of the work, including the receipt

of any final written submission of the Contractor and the approval thereof by the Department, the COUNTY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”

*****NOTICE TO CONTRACTORS*****
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

PROJECT DESCRIPTIONS AND WORK SCOPE

PROJECT DESCRIPTIONS

The Putnam County Board of Commissioners (County) requests for interested parties to submit formal sealed bids/proposals for the LMIG- FY16 Asphalt Resurfacing and Repairs, and;

The project segments' locations are described as follows. Refer to the the "Location Maps" in the bid package which provides estimated quantities for each road segment:

SCHEDULE OF ITEMS FOR PRIMARY BID

Godfrey Rd:

- As directed by the Owner's Representative, milling, pavement reinforcement fabric, asphalt deep patching and leveling (at milled locations)
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Specifications Section of Bid Package for details and diagram of asphalt wedge in the bid package
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Adjust Shoulder to Grade – shoulder shall be brought flush to the end of the pavement, with shoulder grassed. All grassing shall be hydro-seeded with fiber mulch included in mix
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Harmony Rd:

- As directed by the Owner's Representative, milling, pavement reinforcement fabric (including bituminous binder), asphalt deep patching and leveling (at milled locations)
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Specifications Section of Bid Package for details and diagram of asphalt wedge in the bid package
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Adjust Shoulder to Grade – shoulder shall be brought flush to the end of the pavement, with shoulder grassed. All grassing shall be hydro-seeded with fiber mulch included in the mix.
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide
- Concrete shall be used on existing concrete driveways to transition to the new pavement surface. Cost for this work shall be included in the price "Adjust Shoulder to Grade" Bid Item. Length and width of taper to be determined in the field –

typically 3 to 5 feet in length and 10-12 feet wide

Whitney Street:

- As directed by the Owner's Representative, milling, pavement reinforcement fabric (including bituminous binder), asphalt deep patching and leveling (at milled locations)
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Specifications Section of Bid package for details and diagram of asphalt wedge in the bid package
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. Grassing shall be hydro-seeded with fiber mulch in the mix included.
- Shoulders shall be repaired within 3 days after resurfacing takes place on Whitney St
- Refer to Project Specifications for specific driveway tapering requirements for Whitney Street

Twin Bridges Rd:

- As directed by the Owner's Representative, milling, pavement reinforcement fabric (including bituminous binder), asphalt-rubber joint & crack seal, asphalt deep patching and leveling (at milled locations)
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with fiber mulch in the mix included.
- When resurfacing covers the RR Crossing, temporary (Paint) RR Crossing striping shall be placed **before** the contractor leaves the project site at the end of the work day.
- Milling shall occur at the approach to the RR Crossing to ensure there is a smooth transition at the tracks
- Milling shall occur at both approaches to the bridge crossing (Sinclair Lake backwaters) to remove the existing drop-off from the pavement to the bridge deck and to ensure a smooth transition with the new resurfacing
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide
- Joint & crack seal all cracks over 1/4 inch

Little River Ct:

- As directed by the Owner’s Representative, asphalt deep patching and leveling
- 1.5” 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner’s Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with fiber mulch in the mix included or sod depending on the existing conditions
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Rose Creek Rd:

- Non-LMIG project
- Blade existing GAB surface
- 1.5” 9.5mm Type II surface course

Little River Trail:

- Non-LMIG project
- Blade existing GAB surface
- 1.5” 9.5mm Type II surface course

Martin Luther King Dr/Harmony Rd/Long Shores Dr:

- Restriping with Paint or Thermoplastic as directed by the Owner’s Representative

This project shall follow Georgia Department of Transportation Specifications. The most current GDOT Specifications and shelf Special Provisions apply to all work performed under this contract.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

I. Alternate Bid #1

Godfrey:

- Full-Depth Expanded (foam) Stabilization to be utilized on a segment of the project length as directed by the Owner’s Representative
- Leveling, milling and pavement reinforcement fabric included as directed by the Owner’s Representative
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5” 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner’s Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or

- sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix.
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Harmony Rd:

- Full-Depth Expanded (foam) Stabilization to be utilized on a segment of the project length as directed by the Owner’s Representative
- Leveling and pavement reinforcement fabric included as directed by the Owner’s Representative
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Specifications Section of Bid Package for details and diagram in the bid package.
- Thermoplastic or Paint striping as directed by the Owner’s Representative
- Adjust Shoulder to Grade – shoulder shall be brought flush to the end of the pavement, with shoulder grassed. All grassing shall be hydro-seeded with fiber mulch included in the mix.
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide
- Concrete shall be used on existing concrete driveways to transition to the new pavement surface. Cost for this work shall be included in the price “Adjust Shoulder to Grade” Bid Item. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Whitney Street:

- As directed by the Owner’s Representative, asphalt deep patching and leveling
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5” 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner’s Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix.
- Shoulders shall be repaired within 3 days after resurfacing takes place on Whitney St
- Refer to Project Specifications for specific driveway tapering requirements for Whitney Street

Twin Bridges Rd:

- As directed by the Owner’s Representative, asphalt-rubber joint & crack seal, milling and leveling
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.

- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix
- When resurfacing covers the RR Crossing, temporary (Paint) RR Crossing striping shall be placed before the contractor leaves the project site at the end of the work day.
- Milling shall occur at the approach to the RR Crossing to ensure there is a smooth transition at the tracks
- Milling shall occur at both approaches to the bridge crossing (Sinclair Lake backwaters) to remove the drop-off from the pavement to the bridge deck and to ensure a smooth transition with the new resurfacing
- Joint & crack seal all cracks over 1/4 inch

Little River Ct:

- As directed by the Owner's Representative, asphalt deep patching and leveling
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber mix included.

Rose Creek Rd:

- Non-LMIG project
- Blade existing GAB surface
- 1.5" 9.5mm Type II surface course

Little River Trail:

- Non-LMIG project
- Blade existing GAB surface
- 1.5" 9.5mm Type II surface course

Martin Luther King Dr/Harmony Rd/Long Shores Dr:

- Restriping with Paint or Thermoplastic as directed by the Owner's Representative

II. Alternate Bid #2

Godfrey:

- Full-Depth Reclamation with Graded Aggregate Base (GAB) to be utilized on a segment of the project length as directed by the Owner's Representative. GAB to be utilized in the FDR process as necessary to achieve base compaction density
- Leveling and pavement reinforcement fabric included as directed by the Owner's

Representative

- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix.
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Harmony Road:

- Full-Depth Reclamation with Graded Aggregate Base (GAB) to be utilized on a segment of the project length as directed by the Owner's Representative. GAB to be utilized in the FDR process as necessary to achieve base compaction density
- Leveling and pavement reinforcement fabric included as directed by the Owner's Representative
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Specifications Section of Bid Package for details and diagram in the bid package
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Adjust Shoulder to Grade – shoulder shall be brought flush to the end of the pavement, with shoulder grassed. All grassing shall be hydro-seeded with fiber mulch included in the mix.
- Unpaved or asphalt driveways shall be tapered with asphalt to provide smooth transition to the new pavement surface. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide
- Concrete shall be used on existing concrete driveways to transition to the new pavement surface. Cost for this work shall be included in the price "Adjust Shoulder to Grade" Bid Item. Length and width of taper to be determined in the field – typically 3 to 5 feet in length and 10-12 feet wide

Whitney Street:

- As directed by the Owner's Representative, asphalt deep patching and leveling
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix.

- Shoulders shall be repaired within 3 days after resurfacing takes place on Whitney St
- Refer to Project Specifications for specific driveway tapering requirements for Whitney Street

Twin Bridges Rd:

- As directed by the Owner's Representative, asphalt-rubber joint & crack seal, milling and leveling
- Install a 30- to 35-degree tapered asphalt wedge or fillet. See Special Provision Section of Bid Package for details.
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber included in the mix
- When resurfacing covers the RR Crossing, temporary (Paint) RR Crossing striping shall be placed before the contractor leaves the project site at the end of the work day.
- Milling shall occur at the approach to the RR Crossing to ensure there is a smooth transition at the tracks
- Milling shall occur at both approaches to the bridge crossing (Sinclair Lake backwaters) to remove the drop-off from the pavement to the bridge deck and to ensure a smooth transition with the new resurfacing
- Joint & crack seal all cracks over 1/4 inch

Little River Ct:

- As directed by the Owner's Representative, asphalt deep patching and leveling
- 1.5" 9.5mm Type II surface course
- Thermoplastic or Paint striping as directed by the Owner's Representative
- Shoulder shall be brought flush to the end of the pavement, with shoulder grassed or sodded depending on the existing conditions. All grassing shall be hydro-seeded with mulch fiber mix included.

Rose Creek Rd:

- Non-LMIG project
- Blade existing GAB surface
- 1.5" 9.5mm Type II surface course

Little River Trail:

- Non-LMIG project
- Blade existing GAB surface
- 1.5" 9.5mm Type II surface course

Martin Luther King Dr/Harmony Rd/Long Shores Dr:

- Restriping with Paint or Thermoplastic as directed by the Owner's Representative

This project shall follow Georgia Department of Transportation Specifications. The most current GDOT Specifications and shelf Special Provisions apply to all work performed under this contract.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list. No exception.

SPECIFICATIONS

Unless otherwise noted, all work associated with this contract shall meet the Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

The County desires to have all work completed no later than August 1st, 2016. Please indicate on the Bid Sheet your projected response time and calendar days to complete the project. This information will be considered when awarding this contract.

Construction shall begin no later than 10 calendar days following the Notice to Proceed. The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within the calendar days indicated on the Bid Schedule. Inclement weather days will not count against the available calendar days.

Normal workday for this project shall be 9:00 am to 4:00 pm and the normal work week shall be Monday through Friday. The County will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on County recognized holidays including Memorial Day.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The County shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the County.

The Contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

OC/OA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and

inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. This includes extraction testing, cores, in-field density testing and test roll patterns on each road.

Contractor shall secure the services of a GDOT qualified materials testing firm to perform all required tests. Test results shall be provided to the County promptly as the work progresses. If field densities are not satisfied, the contractor will be required to perform densities on the core samples in the lab and compare to the field densities. All material testing work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the County.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The County reserves the right to add or delete quantities at any time. Contractor will notify the County in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the County.

UTILITIES

Contractor shall be responsible for coordinating any utility relocation necessary to the completion of the work.

GENERAL CONSTRUCTION GUIDELINES

1. The General Contractor shall be required to perform 100% of the actual resurfacing paving work included in the Schedule of Items and will not be allowed to sublet this item. Subletting of the additional items such as patching, milling, structure adjustment, crack filling, etc., is permitted by Putnam County. All work shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
2. The contractor shall be required to give 24 hour notice to the Owner's Representative before proceeding with paving on any road.
3. The contractor shall be required to email a work schedule every Friday before 5pm during the course of the resurfacing contract to the Owner's Representative. This paving schedule shall outline the anticipated work activities planned for the following week and locations in which this work will take place.
4. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the

Owner's Representative.

5. Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. Unless approved by the Owner's Representative, all intersections will be pulled back a minimum of a spreader length (12'). The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to eliminate edge raveling.
7. Putnam County does not commit to furnishing full-time inspection or testing of the work in progress or at material sources. Lack of inspection and/or testing by the County will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the Specifications.
8. The contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
9. On roads without curb and gutter, the contractor shall be required to knock down any windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage by no later than 15 days after resurfacing takes place except as otherwise noted in the Bid Specifications and/or Special Provisions. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made. Shoulder preparation details to be discussed in the subsequent section.
10. The contractor will be required to re-establish the traffic striping in accordance with the details in the special provisions. All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will not be paid for separately and shall be incidental to other pay items.

GRADING- SHOULDER ADJUST TO-GRADE AFTER RESURFACING

1. After asphalt has sufficiently cured to prevent damage, but not to exceed 15 working days, the contractor shall re-grade the shoulder area along the road edge of sufficient width to dress to the pavement edge and flush with the new pavement surface. The shoulder reconstruction is required due to clipping of the roadway edges prior to resurfacing. The contractor shall then place "Select Material" in sufficient quantity to supplement the existing "clipped" soil material. Contractor will be required to provide this material, from off-site and haul it to the

job site with all associated costs included in the bid unit price for "Grade; Shoulder Adjust to Grade". Clipping shall be minimized to limit shoulder grading as directed by Owner's Representative.

2. The materials shall then be thoroughly incorporated into the existing shoulder to a depth of at least 4", and then mixed until the materials are uniform and homogenous throughout. Any material, which could interfere with mixing, planting and maintaining will be considered unsuitable and must be removed by the Contractor.
3. Contractor shall then use the material to construct a shoulder which is level with the new pavement for a maximum distance of three (3) feet from the edge of pavement, and then tapered down to the existing ground line.
4. The Contractor will be responsible for the relocation of any mailboxes except permanent structures such as brick which are affected by the shoulder reconstruction work.
5. The shoulder stabilization materials shall be stabilized sufficiently to allow penetration and growth of the hydro-seeding.
6. Loose asphalt, as well as any stone material, larger than 3 inches in diameter will be picked up and hauled off by the contractor. Pieces of woody debris or other deleterious material that will hinder shoulder reworking shall be removed.
7. All constructed areas shall then be hydro seeded with seed, fertilizer and Wood Fiber Mulch, in accordance with Section 700; and maintained by the Contractor until sufficient permanent growth cover is established, including regrading and reseeded, if necessary, at no additional cost to Putnam County. In particular areas subject to high volumes of water runoff, the contractor will, when directed by the Owner's Representative, install erosion control netting, to help establish vegetation. Cost of this material and its installation shall be incidental to shoulder reconstruction, with no additional compensation paid.
8. In addition to the above shoulder construction, mailboxes that are set back sufficiently to allow construction, asphaltic concrete Mailbox Turnouts shall be constructed to allow for ease of mailbox carrier access and as directed by the Owner's Representative. Grading and preparation of mailbox turnout areas will be considered incidental to the overall contract, and no additional compensation will be made for this work.
9. All above work will be paid for as Grading; Shoulder Adjust to Grade -Per Lane Mile, per GDOT section 201-0200, and shall include, but not be limited to; all labor, materials and equipment required for preparation and dressing of all areas, removing and resetting affected mailboxes, hauling additional or excess material, grading and rolling shoulders, hydro seeding, erosion control, required traffic control and necessary maintenance to insure sufficient grass cover. This pay item will be measured in linear miles per side of road.

All cleanup and landscape restoration activities in a residential neighborhood (Whitney Street) will be completed within three (3) calendar days after resurfacing takes place. If not completed within 3 calendar days,

all work in the contract will stop until this cleanup occurs.

MILL ASPHALT CONCRETE PAVEMENT

1. This work shall consist of milling and removing existing asphaltic concrete pavement prior to resurfacing, at locations designated by the Owner's Representative, primarily to remove various types of pavement distress before resurfacing occurs.
2. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications, Section 432, with the exception of the required lighting system for night work, and other exceptions noted herein.
3. The County will provide the contractor with a list of roads to mill, and will pre-mark the areas of removal.
4. The contractor will give the County a minimum of 24 hour notice before proceeding on milling a particular road.
5. Areas to be milled will be specified by the Owner's Representative but generally 4-8 feet in width and between 1 1/2" and 3" in depth with variable lengths. The depth of milling is dependent on the magnitude of pavement distress. The Owner's Representative will identify pre-mark areas for milling and depth of milled pavement as milling occurs. If the contractor is required by the Owner's Representative to make two milling passes on a specific road, in order to facilitate smooth traffic flow, total payment will be based on 1.5 times the number of square yards in a single pass. However, **no** additional payment will be made on roads where the contractor chooses to make two or more passes for equipment, productivity or other reasons.
6. After milling is completed, all loose and flaking masses of asphalt shall be removed.
7. The removal and disposal of the milled material will be the responsibility of the contractor and done to the satisfaction of the Owner's Representative and his time allowances.
8. The contractor shall prepare and pave the milled areas with the specified mix, as directed by the Owner's Representative. Paving of these milled areas shall occur at the discretion of the Owner's Representative. The contractor shall erect and maintain signs warning of uneven pavement, for the period of time between the milling and paving operations.
9. The above milling work shall be paid for by the square yard of Mill Asphaltic Concrete Pavement; 1-2.5 inches or > 2.5 inches and shall include all milling disposal and required traffic control.

9. The cleaning, tacking and paving of the milled area prior to resurfacing will be paid for at the bid unit price per ton for the particular type of asphalt used.
10. The Contractor and County shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

ROADWAY PATCHING

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the Owner's Representative, on roads scheduled for resurfacing.
2. The "Road Patching" work is intended to cover the removal and replacement of relatively small failed areas of pavement.
3. The County will provide the Contractor with a list of roads for patching, and pre-mark the areas to be patched.
4. The Contractor will give the County at least 24 hour notice before proceeding on patching a particular road.
5. The required procedures for patching Bituminous Asphaltic Concrete roads shall be as follows:
 - a) Areas to be patched shall be milled using an approved machine.
 - b) Material shall normally be removed to a required depth of between 1.0 to 2.5 inches or as directed by the Owner's Representative. Where pavement distress causes more than the required depth to be removed, the additional depth shall be inspected and approved by the Owner's Representative prior to placing the asphalt. Less milling may be allowed, but must be approved by the Owner's Representative prior to placing the asphalt.
 - c) Where unsuitable material exists below the depth of > 2.5 inches, the contractor will notify the Owner's Representative prior to placing asphalt so a decision can be made as to the method of dealing with the unsuitable material. When directed by the Owner's Representative, the Contractor shall remove the unsuitable material and replace it with full depth asphalt. Pay Item for Full-Depth Asphaltic Concrete placement will be utilized as this situation arises. Full depth represents existing pavement removal to the soil subgrade or as directed by the Owner's Representative.
 - d) The base and edges of the milled areas shall be tack coated using approved material.
 - e) Patch material, Bituminous Asphaltic Concrete, shall be compacted using approved equipment. Prior to starting any work, the County shall approve the job mix design.
 - f) The existing pavement surface shall be cleaned to remove all loose patching related materials, upon completion of the day's work, using suitable equipment.

6. The above patching operations shall be paid for as follows:
 - a) Bituminous Asphaltic Concrete Roads: Will be paid at the Unit price bid for Asphalt Concrete Patching, 12.5mm, and shall cover all work required; including milling, removal and disposal of all existing material disturbed during the patching operation and any new loose material not incorporated into the patching on the same day; applying tack coat; placing and compacting new material and all required traffic control. For milled areas greater than 2.5 inches, 19 mm asphalt mix to be used or as directed by the Owner's Representative.

ASPHALT-RUBBER CRACK FILL

- 1 This work shall consist of cleaning and filling cracks in existing asphaltic concrete pavement with rubber asphalt in advance of resurfacing, at locations designated by the Owner's Representative.
- 2 All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 407 for type M crack filling.
- 3 The County will provide the contractor with a list of roads to crack fill, and pre-mark the areas to be worked. Minimum payment length, of any particular section will be 0.1 mile.
- 4 Crack widths greater than or equal to $\frac{1}{4}$ inch to be filled with asphalt rubber crack filling or as directed by the Owner's Representative
5. The contractor will give the County a minimum of 24 hour notice before proceeding on crack filling a particular road.
6.
This process is intended for use on roadways in advance of overlay, on cracks at least 1/4" in width.
7. Payment will be per mile for all two-lane roads regardless of their width. Any multi lane road will be paid per lane mile multiplied by the numbers of every two lanes. Payment shall include cleaning and filling of the cracks, as well as required traffic control and other items incidental to the crack-filling operation.
8. If necessary to prevent the Asphalt-Rubber Fill from being picked up; clean, dry sand shall be spread by hand or mechanically over the filled areas. Sand shall only be applied to those areas that are tacky, and the amount shall be the least needed to prevent picking up. No extra payment for this work or material will be made.

HOT MIX RECYCLED ASPHALTIC CONCRETE

1. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 402
2. The work performed and materials furnished, as prescribed by these specifications, will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling and necessary crushing, processing, placing, rolling, and finishing of the recycled mixture, and labor, tools, equipment, and incidentals necessary to complete the work. Any milling of existing asphaltic concrete pavements required by the County, prior to placement of the asphaltic concrete will be performed as per the Specifications for Mill Asphaltic Concrete Pavement, and paid for at the unit price for that item.
3. Topping shall be tapered/feathered so as to tie into existing asphalt driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the County prior to paving. Where driveways are stone, tie-into driveway shall provide a smooth transition to the paved roadway but no less than 5 feet in travel length and across the entire width of the driveway.
4. On driveways with concrete or textured/stamped surface, the roadway paved surface shall match the driveway surface elevation. Asphalt encroachment onto the driveway must be avoided.
5. The Contractor shall be responsible to repair any damage to driveways caused by the Contractor's operations at no additional cost to the County.
6. The Contractor is to maintain the existing roadway cross slopes, grades and super-elevations on each roadway unless otherwise directed by the Owner's Representative.
7. To minimize potential for pavement-edge drop-off conditions, the contractor will be required to install a 30- to 35-degree tapered asphalt wedge or fillet (aka safety edge). This asphalt edge/fillet will be constructed along each side of the roadway during resurfacing where drop-off exceeds 2 inches (**note:** the wedge is a modified strike-off bolted onto the screed end gate where the shoe of the end gate rides on the pavement shoulder and moves freely vertically, allowing it to adjust to height changes with a rounded leading edge that produces a smooth appearance). See diagram in the bid package for diagram of edge fillet.

BITUMINOUS TACK COAT

1. This work shall consist of the placement of bituminous tack on all areas that are milled, resurfaced and the vertical surfaces of patch areas.
2. The cost of bituminous tack shall be included in the cost of asphalt. Bituminous tack is not measured as a separate pay item.
3. NTSS-1HM trackless tack or equivalent shall be used.
4. All surfaces shall be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .05 to 0.1 gallons per square yard.

PAVEMENT MIX DESIGN

1. The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.
2. Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the County on a daily basis. The JMF's shall be provided to the Owner's Representative for approval a minimum of three (3) days before resurfacing occurs.

EXPANDED (FOAMED) ASPHALT STABILIZED BASE COURSE

DESCRIPTION: This work shall consist of pulverizing 100% of the existing asphalt, asphalt surface treatments, RAP or any combination of the above, through the full depth reclamation process, stabilizing the pulverized pavement section through injection/mixing of expanded (foam) asphalt cement and compacting this chemically treated material to form a new stabilized pavement base course in accordance with the specifications as outlined in this bid package. The work will be performed with reasonably close conformity with the lines, grades and typical cross sections shown on the Plans or established by the Owner's Representative. All of the provisions of Section 300 apply to this Item. Work scope project limits are as follows: Harmony Rd from 951 Harmony Rd to Lake Man & a portion of Godfrey Rd as directed by the Owner's Representative.

MATERIALS: The materials to be used and the Specifications for them are listed below:
Asphalt Cement Grade PG 67-22..... 820.01
(Asphalt Cement shall not contain silicone)

NOTE: The physical and material properties of the existing asphaltic concrete roadway pavement section will differ depending based on the age and asphalt composition of the various asphalt courses. However, all pulverized material shall be thoroughly ground and pre-pulverized prior to addition of expanded asphalt cement, conform to the specifications in their respective areas of Section 800 and have a maximum of 5 percent retained on the 1½-inch sieve size. Compaction and mix water shall be free from deleterious substances and can be acquired from a hydrant, stream or lake. **EQUIPMENT:** All equipment necessary for the proper construction of the expanded asphalt base course shall be on the Project and in satisfactory condition before construction will be permitted to begin. Under no circumstances will the contractor have less than the following minimum pieces of equipment for the expanded asphalt base construction:

- An AC injecting pulverizer shall be a CMI RS 650 or approved equivalent with a minimum 8 ft. cutting width, 650 HP spray bar with nozzles capable of being shut off in 12” increments and a computer controlled microprocessor that accurately measures the amount of additives in relation to the travel speed of the machine and mass of material involved. The microprocessor shall display the rate of application of the AC, travel speed of the

reclaimer, depth sensors, flow rates of the AC, as well as a totalizer that provides total volume of the additive(s) as well as distance traveled by machine. Spreading of water, lime or cement on the road surface ahead of the machine, will be allowed at the request of the Owner's Representative. No asphalt cement shall be sprayed ahead in this manner.

- Motor graders must be of a sufficient horsepower to handle a windrow of the expanded asphalt material and its respective grading.
- At minimum, the contractor shall supply a 25 ton pneumatic roller (also sheepfoot when mat is > 6" in depth) and a 10 ton smooth drum roller. The mix must be compacted on a minimum of 96 percent of a laboratory specimen prepared in accordance with AASHTO T-245 (75 blows) (Modified Marshall Expanded Asphalt Mix design method).
- A water truck having not less than 2000 gallon capacity will be on site at all times to provide compaction water and to maintain moist curing and handling conditions.
- Where deemed necessary by the Owner's Representative, a pilot vehicle and flag persons shall be employed to control the flow of traffic and to provide adequate worker protection on the construction site.

CONSTRUCTION

A. METHODS

This Specification is based on the traveling mix method, and plow and harrow mixing will not be permitted. The Owner's Representative will determine whether the materials in the roadbed are suitable for use, and all materials must be approved before mixing by means of proper asphalt mix design. Supplementary aggregate and/or RAP can be added if required for widening or strengthening the expanded asphalt mat if mix design permits. Materials in the roadbed shall be used without additional measurement for payment, except the payment per square yard provided herein.

B. TEMPERATURE LIMITATIONS

While pre-pulverizing may be performed at any temperature, the expanded asphalt mixing shall not occur until in-situ base temperatures are at least 46° F (8° C) and rising. Air temperature shall be 41° F (5° C) and rising including adjustments for wind-chill.

C. PROCESSING IN-PLACE MIXING

1. Supplementary Materials: Any additional materials as specified shall be placed on the roadbed and spread uniformly to the proper width and depth to obtain the specified thickness of the finished base. No base material shall be placed on muddy or frozen sub base.
2. Pulverization: The materials in the roadbed shall be pulverized for the width and depth of them material to be stabilized, but this work shall be done without disturbing or damaging the underlying subgrade. During pulverization, water may be added if necessary to assist in the process. All roots, sod and rock more than 3 inches in diameter, and all other harmful products shall be removed.

3. Moisture Content: The moisture content of the pulverized base material shall be adjusted under the direction of the Owner's Representative. The final control moisture content will be that content which produces a uniformly blended expanded asphalt mixture with the proper amount of Total Fluids Level as per the expanded asphalt mix design. The Contractor will maintain the proper control moisture by aeration or addition of water as necessary prior to stabilization. No separate payment will be made for adding water nor for aerating or rolling for this purpose.

4. Application of Bituminous Material: After the roadbed material has been pre-pulverized, compacted and shaped to the required slope, the pulverizer shall proceed with the injection and remixing of the base course with the expanded asphalt cement. The temperature of the bituminous material shall be no less than 300°F at the intake hose of the pulverizer. The bituminous material shall be blended with a controlled amount of water in the expanded asphalt chamber prior to injection into the pre-pulverized roadbed. This amount of water normally will be a ratio of approximately 2 percent water as a percent by weight of bitumen. The design Asphalt Cement content shall be expressed in terms of the total asphalt cement content of the mixture based on the total mixture including existing aged binder and the new Expanded Asphalt cement. Minor field modifications of the expanded asphalt mix design may be performed by the Contractor if deemed necessary by the Owner's Representative on site. All bitumen and water supply will be controlled and monitored by the onboard microprocessor of the pulverizer.

5. Mixing: Mixing shall be carried on in successive sections so that the roadway can be compacted for its full lane width in one uniform operation. Mixing shall continue until a homogenous and uniform mixture is produced.

E. QUANTITY OF BITUMINOUS MATERIAL

The quantity of bituminous material required will be determined by the Owner's Representative based on the expanded asphalt mix design and measurement of roadbed to be treated. Variations of 5 percent or less in total bitumen used will be accepted to make up for differences of in-situ asphalt cement content. If deemed necessary by the Owner's Representative, a section of roadbed may be retreated with 1 percent bitumen, reshaped and re-compacted the following day after original treatment. The cost of this re-treatment shall be borne by the Contractor as a part of this Pay Item.

F. EXTENT OF APPLICATION

The extent of the application of bituminous material shall be so regulated that a full tanker load of liquid is used for a complete and finished selection of roadway where possible. Compaction and grading must follow after second subsequent pass of expanded asphalt injection has been completed.

G. PLACING

1. Preparing Mixture for Compaction: After expanded asphalt material has been uniformly clipped and windrowed by motor grader, it can be laid down and shaped to the pre-determined proper line, grade and cross section.

2. Aeration: Aeration may be allowed if satisfactory compaction of the expanded asphalt base cannot be obtained due to the moisture content of the mixture at the time of compaction. This work shall consist of loosening and turning the mixture with the motor grader, pulverizer or other equivalent equipment until the moisture content is reduced to a level that does not impede the compactive effort.

3. Thickness of Course: The full depth of base specified shall be stabilized in one pass of the mixing equipment up to a maximum of 6 inches in depth. Based on core results, existing asphalt depth ranges from 3.5 to 6.5 inches. No stone base exists within the pavement section.

H. COMPACTION AND FINISHING

1. Compaction shall begin immediately after mixing with the 25 ton traffic roller. The base shall be brought to line, grade and cross fall and rolled until the full thickness of the course has been compacted to a minimum of 96 percent of the laboratory compacted density as noted in the laboratory prepared mix design. Once the expanded asphalt base has been compacted to final grades with rubber tire traffic roller, the surface shall be compacted with a steel wheel roller, beginning at the edges and working towards the center, until the surface is smooth, closely knit, and free from cracks, conforming to the proper line, grade, and typical section, within the limits specified. Defects, if there are any, shall be corrected as specified in 300.04. At all places not accessible to the roller, the required compaction shall be secured by means of mechanical tampers approved by the Owner's Representative. The same density requirements as stated above apply. A prime coat is not required with expanded asphalt base stabilization.

2. Tests:

a. Pre-Testing and Mix Design: Prior to commencing the work, the Contractor shall engage an AASHTO certified (AMRL) laboratory familiar with the expanded asphalt process who has a proper laboratory foaming apparatus (Wirtgen WBL-10 or JEGEL proprietary apparatus or equivalent). This laboratory shall obtain representative samples of the material that will be produced during the reclamation operation to carry out the necessary testing to establish the proper "Mix Design" for the expanded asphalt. These tests shall include at least one sample per lane mile randomly spaced of the following:

- Site investigation
 - Existing pavement core samples and testing
 - Gradation and sieve analysis of the asphalt cement
 - In-situ asphalt cement % content and penetration
 - Propose new asphalt cement expansion testing and "Job Mix Design"
 - Marshall Stability

At least one sample for each expanded asphalt contract shall include the following tests:

- Wet and Dry Tensile Strength in accordance with ASTM 4867
- Tensile Strength Ratio (TSR minimum 50%)

b. Filed and Laboratory Testing Requirements During Construction: The Contractor shall engage the services of a certified testing consultant and laboratory that are familiar with the expanded foam asphalt process and in the testing of the material being placed or constructed. The testing technician shall be on-site throughout the entire foaming and compaction operations to ensure the foamed asphalt base conforms to the mix Design established for the project.

The cost of the testing consultant shall not be paid for separately, but shall be paid for as part of the unit price for EXPANDED FOAM ASPHALT BASE.

The testing subcontractor shall have a minimum of 2 years of experience in the State of Georgia and participates in the AASHTO Materials Reference Laboratory (AMRL) program relating to performing the following tests:

1. Technician shall perform field moisture testing using a propane oven on the mixed material after the initial mixing pass has been made (prior to asphalt injection). Determination of the field moisture content of the mixed material shall be performed by the direct heating method in accordance with ASTM D4959 (modified by drying the material to a constant weight using a temperature no greater than 50 degrees C) using a Coleman type propane oven instead of directly heating the sample on the stove eye. Technician shall compare in-situ moisture to the design moisture and inform the Contractor as to the need and extent of moisture adjustments required.
2. Technician shall collect sample(s) of the before injected mixture from the locations where the original samples were collected (approx. 5 lbs. at each sampling location) and seal to prevent moisture loss in approved containers (lidded five gallon buckets). Deliver the sample(s) to the approved laboratory for blending and performing in-situ moisture content in accordance with ASTM D2216, with the material dried to a constant weight using a temperature no greater than 50 degrees C and asphalt binder content determination in accordance with AASHTO T 308.
3. Technician shall collect sample(s) of the after injected mixture (approx. 5 lbs. at each original sampling location) and seal to prevent moisture loss in approve containers (lidded 5 gallon buckets). Deliver the sample(s) to the laboratory for blending and performing moisture content determination in accordance with ASTM D2216, with the material dried to a constant weight using a temperature no greater than 50 degrees C, gradation determination in accordance with ASTM C136, with the material dried to a content determination in accordance with AASHTO T308 and stability testing of the samples utilizing the procedures for briquette preparation specified in AASHTO T245 shall be performed, with the material preheated to 60 degrees C prior to compaction. After the briquettes are prepared and cured

they shall be tested for Wet and Dry Tensile Strength in accordance with ASTM D4867/D4867M and the Tensile Strength Ratio determined.

4. The laboratory tests performed on the “Before” and “After” samples will provide the results of the in-situ moisture, net Asphalt Cement (AC) percent (Foamed Asphalt Cement), mixture gradation, air voids and Tensile Strength Ratio of the foamed base. These results shall be submitted to the Owner’s Representative for Quality Assurance purposes.
5. The Technician shall be responsible during construction to determine that the Mix Design application rates for the asphalt cement, Lime and Portland cement, as required, are met and that the design base thickness is obtained throughout the project limits.
6. Once the mixture has been injected with asphalt cement, establish a roller pattern using a nuclear gauge. The procedure used to establish the roller pattern shall be identical to the procedure used to establish the rolling pattern for granular material in accordance with GDOT SSCTS 310, except that a rubber tired roller shall be used last to compact the top one inch of material. Vibrator roller settings shall be high amplitude/low frequency first, then low amplitude/high frequency second and rubber tired rolling last. Monitor pattern periodically throughout the compaction process and change pattern if required.
7. For the compaction testing phase of the foamed asphalt base the technician shall attempt to establish a correlation factor for the nuclear gauge to be used for field density and moisture content determinations in accordance with ASTM D2922, on the compacted foamed base mixture by comparing the nuclear gauge results with those determined through the use of the Sand Cone Test Method performed in accordance with ASTM D1556. If the technician is unable to establish a reliable correlation factor, determine dry density compaction using only the Sand Cone Method. A minimum of five (5) density tests/day shall be performed within the project limits. If a nuclear gauge is utilized to perform the compacted density verifications, it must be correlated daily and every fifth test by performing a Sand Cone Method density test.
8. The minimum compaction standard for the foamed base course shall be 96% of the laboratory Marshall density as determined in accordance with AASHTO T-245 (75 blows) or 98% of the field dry density of a one point Modified Proctor check plug prepared in the field in accordance with the requirements of ASTM D1557. The in-situ base material must be within 3% of the Mix Design optimum moisture content prior to performing the testing.
 - a. Finished Surface: It shall be the contractor’s responsibility to conduct his operations in such a manner that the finished grade lines and cross sectional profile meet the job specifications as directed by the Owner’s Representative.

b. Job Samples: Job samples of expanded asphalt treatment shall be taken by the Contractor and be laboratory tested for Total Asphalt Cement Content, Aggregate Gradation, Compacted Bulk Density and TSR.

I. PRESERVATION OF BASE & TRAFFIC USE

The Contractor shall maintain the expanded asphalt base in a smooth and acceptable condition until it is covered by other construction. The repairs specified in 300.04.I. Shall be made whenever defects appear. The preservation of the base here does not relieve the Contractor of his general duty to maintain The Work until it is accepted, as specified in Section 105, Control the Work.

At the end of each work day, the expanded asphalt base course shall be available for the public to utilize. No traffic detours will be permitted. Access must be provided onto Harmony Rd at each driveway location during work tasks.

J. THICKNESS TOLERANCES

Depth: The depth of the expanded asphalt base project will be set out by the Owner's Representative prior to commencement of construction. To check that the automatic sensor system on the pulverizer is functioning correctly, the actual depth of cut shall be physically measured at both ends of the pulverizing drum at least once every 500 feet along the cut length.

FULL DEPTH RECLAMATION

Description: The full depth reclamation process consists of in-place pulverizing of the existing asphaltic pavement in combination with graded aggregate base that is imported to the project site. This combined pulverized matter is blended and graded and re-laid to construct a new base. Work scope project limits are as follows: Harmony Rd from 951 Harmony Rd to Lake Man & a portion of Godfrey Rd as directed by the Owner's Representative.

Construction

- (1) Pulverize the full depth of the existing asphaltic pavement until 97 percent or more will pass the 2-inch sieve. Mix the pulverized existing asphalt with imported graded base (no existing stone bade exists on any road in this project) to soil subgrade. Care to be taken to minimize the contamination of the blended asphaltic base and imported base course with soil. Windrow material as construction operations dictate.
- (2) Immediately after pulverizing, relay the material with a motor grader
- (3) Match the lines, grades, and cross slopes with the existing road geometrics. On Godfrey Rd, up to a maximum of 4 inches of imported graded aggregate base may be added. Asphalt transitions to all asphalt and unpaved driveways abutting the reconstructed road will required. For existing concrete driveways, concrete (4000 PSI with fiber mesh) shall be used as the transition material.
- (4) Payment will be made under Bid Item - 9.5 mm Recycled Asphaltic Concrete Resurfacing for asphalt transitions to existing asphalt or unpaved driveways. The

cost for concrete transitions will be included in the bid price for reclamation – per SY

- (5) The total depth of pulverized and compacted matter shall be no more than six (6) inches. Some milled material may need to be hauled off-site.
- (6) Immediately after relaying, compact the re-laid material first with either a rubber tired roller and second with a vibratory steel roller. Add water, as required, both before and during compaction. Compact each layer to the extent required to achieve 95% of the Standard Proctor. Achieving this compaction may require a greater percentage of GAB than pulverized asphalt millings in the blended matter.
- (7) At the end of each work day, no longitudinal elevation differences between adjacent lanes due to reclamation will be permitted. This may necessitate full depth reclamation of both lanes so that no longitudinal elevation changes exist at the end of each work day.
- (8) Repair surface damage caused by intervening construction or public traffic immediately before paving as necessary to provide a good riding pavement.
- (10) Appropriate signage warning the traveling public during reclamation process of the transition from paved surface to reclaimed material shall be placed on the project.
- (11) The roadway elevation between the newly reclaimed/resurfaced roadway section and the resurfacing of the existing pavement may require a suitable asphalt transition to be determined in consultation between the Owner's Representative and the Contractor.

Measurement

- (1) The County will measure Pulverize and Relay by the square yard acceptably completed, measured using the centerline length and the width from outside to outside of completed base, but limited to the width of the existing roadway section.

Payment

- (1) Full Depth reclamation Payment is full compensation for pulverizing, windrowing, relaying, furnishing and adding water, shaping, d u s t c o n t r o l and compacting. Cost of haul-off of excess pulverized materials to be included in the bid price for reclamation – per SY.

TRAFFIC STRIPING:

1. This work shall consist of placement of “Paint” with Thermoplastic Pavement Markings as an “Add Alternate”.
2. This work shall consist of the re-establishment of the existing roadway markings upon completion of the street/road resurfacing at locations designated by the Owner’s Representative.
3. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specification section 652 except measurement and payment.
4. The Contractor shall notify the County 24 hours before proceeding with the striping work.
5. The Contractor shall place the striping upon completion of the streets/roads resurfacing and in no case later than 3 days afterward when “Paint” is utilized or 7 days afterward if “Thermoplastic” striping is applied. Interim markings consisting of temporary tape will be required until which time permanent striping occurs. No pay item will be established for temporary tape.
5. Traffic striping is required for only those streets that have existing roadway markings, replacing the “long line” markings consisting of centerlines, edge lines and skip lane lines, special markings such as RR Crossing markings and stop bars.
6. Traffic striping work shall follow the existing striping configuration unless directed otherwise by the Owner’s Representative.
7. Re-establish existing stop bars at all resurfaced intersections and side roads.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. **All cleanup activities in the residential neighborhood (Whitney Street) will be completed within three (3) calendar days after the resurfacing is completed. If not completed within 3 calendar days, all work in the contract will stop until this cleanup occurs.**

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - **DO NOT** SUBMIT WITH BID RESPONSE

| Event: | Date: |
|---|---|
| Release of ITB | Monday, March 28 th , 2016 |
| Non-Mandatory Pre-Bid Conference | April 14 th , 2016; 1:00 PM |
| Deadline for Written Questions * | April 18 th , 2016; 5:00 PM |
| *Submit questions via email to Larry Kaiser; kaiser@co-infra-services.com | |
| Putnam County to post on county web site “Response to Questions” and/or Addendum | April 19 th , 2016; 5:00 PM |
| Bids due | April 25th, 2016 @ 4:00PM |
| Bids are due to: | Putnam County Board of Commissioners Attn: Paul Van Haute 117 Putnam Drive Suite A Eatonton, GA 31024 |
| Contract Award (On/about) | May 3 rd , 2016 |
| Notice to Proceed Issued (On/about) | May 31 st , 2016 |

Reference Only Subject to change

SAMPLE CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this _ day of _____, 20____, by and between the Putnam County, a political subdivision of the State of Georgia, acting by and through its governing authority, the Putnam County Board of Commissioners (hereinafter referred to as the "County"), and XXXXXX, with its principal place of business located at XXXXXXXX a _ (hereinafter referred to as the "Contractor") (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County issued a Invitation to Bid, dated XXXXXXXXXXXXXXX, for services generally described as XXXXXXXX; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid in response to the Invitation to Bid for XXXXXXXXXXXXXXX, the County has selected Contractor as the successful proposer; and

WHEREAS, Contractor has agreed to perform such Work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of the Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises, public purposes, and the acknowledgements and agreements **contained** herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Documents

The following documents, attached hereto (except as expressly noted otherwise below) are incorporated herein by reference and constitute the Contract Documents:

- A. This Agreement;
- B. Invitation to Bid (and other bid related documents) attached hereto as Exhibit "A" (including the Project Specifications);
- C. Bid Documents from Contractor dated _____ attached hereto as Exhibit "B";
- D. Performance Bond, Payment Bond and Maintenance Bond, attached hereto collectively as Exhibit "C";
- E. Non-collusion Affidavit of Prime Proposer, attached hereto as Exhibit "D";

- F. Final Affidavit, attached hereto as Exhibit “E”;
- G. Alien Employment affidavits attached hereto as Exhibits “F” and “G”;
- H. SAVE affidavit attached hereto as Exhibit “H”;
- J. Key Personnel, attached hereto as Exhibit “J”;
- K. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

The Project is defined generally as follows:

Section 3. The Work

The Work is specified and indicated in the Contract Documents (the “Work”). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents (including, but not limited to, the Project Specifications attached hereto and incorporated herein by reference). In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within ten (10) days of the County’s issuance of the Notice to Proceed.

Section 4. Contract Time

Contractor warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor agrees to complete the Project within XXXX days from the date of the County’s issuance of a written Notice To Proceed.

Section 5. Contractor’s Compensation; Time and Method of Payment

The total amount paid under this Agreement shall not, in any case, exceed _____, except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount of debris removed pursuant to the Bid Submittal Form, attached hereto as part of Exhibit B and incorporated herein by reference. This amount shall include all use, lease, or other taxes, and all expenses for personnel and equipment (including fuel) that Contractor will incur to provide the Work. Unless otherwise agreed in writing signed by both Parties, the compensation payable by the County to Contractor is limited to the unit price amount set forth in the Bid Submittal Form, and County will not pay any other sum attributable to taxes, costs or expenses that Contractor may incur in providing the Work. County agrees to pay the Contractor for the debris removed upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement.

Compensation for Work performed shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which payment is to be made, the County may retain a percentage of said payment, not to exceed ten percent (10%) of the maximum Contract Price to ensure performance of the Agreement. Said cause and progress shall be

determined by the County, in its sole discretion, based on its assessment of any past performance of the Contractor and likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through change orders or construction change directives as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by the County. No payments will be made for unauthorized work. Payment will be sent to the designated address by

U.S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

The County may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Agreement, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

Section 6. Work Changes

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and County. Such change orders or construction change directives shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed Work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work.
- C. Any Work added to the scope of this Agreement by a change order or construction change directive shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order or construction change directive duly executed on behalf of the County and the Contractor.
- D. The County Manager has authority without further action of the Board of Commissioners to execute any number of change orders or construction change directives so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement. Any such change orders or construction change directives materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$50,000.00, must be approved by the Putnam County Board of Commissioners

Section 7. Covenants of Contractor.

- A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would be in violation of the Putnam County Code of Ethics or any other similar law or regulation.

- B. Time is of the Essence

Contractor specifically acknowledges that **TIME IS OF THE ESSENCE** for completion of the Project.

- C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite County, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of the County and the Project in accordance with the County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any of the Contract Documents that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purpose for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's services performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or Work by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter collectively "Liabilities"), which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations

governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained

By the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) *Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or County Parties.*
 - (iv) *Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.*
 - (v) *Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.*
 - (vi) *The insurer agrees to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County for General Liability coverage only.*
- (b) *Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from Work performed by the Contractor for the County.*
- (c) All Coverages:
- (i) *Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
 - (ii) *Policies shall have concurrent starting and ending dates.*
- (5) *Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.*
- (6) *Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County within ten (10) days of the Notice of Award. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.*
- (7) *Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.*
- (8) Claims-Made Policies: *Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.*
- (9) County as Additional Insured and Loss Payee: *The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Workers' Compensation policy.*

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

(1) **E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to

O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "F", and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with

O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the Agreement.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300- 10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "F" and incorporated herein by this reference.

Contractor agrees that the employee number category designated below is applicable to the Contractor.

_____ 500 or more employees

_____ 100 or more employees

_____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the Country **each** time that Contractor obtains a public benefit, including any contract, from the County. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County

to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

O. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Putnam County Code of Ethics or any other similar law or regulation.

P. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

Q. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, County, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, before commencing Work, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Project ("Licenses"), including but not limited to any permits required by the EPA or the Georgia Environmental Protection Division, if any, and shall furnish copies of such permits to the County within ten (10) days of issuance. Contractor further agrees to maintain such Licenses and comply with the terms of all such Licenses throughout the term of this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

R. Hazardous Waste

Contractor is obligated to handle all household hazardous waste and asbestos containing materials in accordance with applicable federal, state and local regulations, properly document those operations, and transport such hazardous waste to an appropriate landfill or disposal site. Contractor is further responsible for all tipping fees and all other related costs associated with such disposal of hazardous waste. All other hazardous waste material shall be reported to the County for coordination with U.S. Environmental Protection Agency or the Georgia Environmental Protection Division of the Georgia Department of Natural Resources.

S. Key Personnel

all of the individuals identified in Exhibit "J" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "J", without

written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

T. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

U. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

V. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the Agreement.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor in order for Contractor to complete the Work.

B. County's Representative

XXXXXX shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. [Intentionally Omitted]

Section 10. Termination

A. *Termination for Convenience:*

- i. *The County may terminate this Agreement for convenience at any time upon providing written notice to Contractor.*
- ii. *In the event of a termination for convenience, Contractor shall take immediate steps to terminate Work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the County.*
- iii. *Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor, in accordance with Section 5 herein, for all debris that is loaded and disposed and for other Work that is performed by 6:00 PM on the day following Contractor's receipt of County's notice of termination. The County shall have no further liability to Contractor for such termination. Further, and at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall the County's total payment for the Work exceed the maximum Contract Price agreed to herein.*

B. *Termination for Cause.*

- i. *The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice.*
- ii. *The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the per unit price charged by the replacement contractor exceeds the per unit price charged by the Contractor, as provided in this Agreement,, the Contractor or its Surety will pay the difference to the County to finish the Project.*

C. *If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.*

D. *Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.*

E. *The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.*

Section 11. *No Personal Liability*

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

Section 12. Miscellaneous

A. *Complete Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the*

Subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

- B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.
- F. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Putnam County Board of Commissioners
ATTN: Paul Van Haute County Manager
117 Putnam Drive
Eatonton, GA 31084

NOTICE TO CONTRACTOR shall be sent to:

-
- G. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
 - H. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts. Any additional reasonable costs incurred by Contractor as a result of such extension may be added to the Contract Price subject to the terms of Section 6 and approval of a Change.

Order relating to same. All other obligations shall remain intact.

- I. Headings. The caption or headnote on articles or sections of this Agreement are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement.
- J. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Contract, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 12(J) in every subcontract for services contemplated under this Agreement.
- K. Waiver. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by the Contractor with the terms and conditions of this Agreement.
- L. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, and cause of action or other right.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first above written.

CONTRACTOR: _____

By: _____ (Signature)
_____ (print)

Attest: _____
XXXXXXXXXX

[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Approved as to form:

County Attorney

PUTNAM COUNTY

[COUNTYSEAL]

*SIGNED, SEALED, AND DELIVERED
in the presence of:*

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

SAMPLE

EXHIBIT “A”

[Insert Invitation to Bid]

EXHIBIT “B”

[Insert Bid Documents]

SAMPLE

EXHIBIT "C"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the Putnam County, Georgia (as OWNER, hereinafter referred to as the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the _____ of _____, 20____ which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as _____ (hereinafter referred to as "the PROJECT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under

this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and

- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.*

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

***IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this ____ day of _____, 20____.*

CONTRACTOR ("Principal")

By: _____ (signature)

_____ (print)

Title: _____

Attest: _____ (signature)

_____ (print)

Title: _____

Date: _____

[AFFIX CORPORATE SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

SAMPLE

PAYMENT BOND
PUTNAM COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as **CONTRACTOR**, hereinafter referred to as the “Principal”), and _____ (as **SURETY COMPANY**, hereinafter referred to as the “**CONTRACTOR’S SURETY**”), are held and firmly bound unto the Putnam County, Georgia (as **OWNER**, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “**CONTRACT**”), for the construction of a project known as _____, (hereinafter referred to as “the **PROJECT**”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by

Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this _____ day of _____, 20____.

CONTRACTOR:

By: _____ (signature)

Title: _____ (SEAL)

Attest:

Title: _____
Date: _____

CONTRACTOR SURETY:

By: _____ (signature)

Title: _____ (SEAL)

Attest:

Title: _____
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "D"

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF GEORGIA

Putnam County

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

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of XXXXXXXXXXXX (the "Proposer") that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from proposing in connection with such Contract, or has in any collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and,

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

(6) Proposer has not directly or indirectly violated O.C.G.A. § 36-91-21(d).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20____

Notary Public

(SEAL)

My Commission Expires _____
Date

EXHIBIT "E"
FINAL AFFIDAVIT

TO PUTNAM COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by XXXXXXXX. or any of its subcontractors in connection with the construction of the XXXXXXXXXX for the County have been paid and satisfied in full as _____, 20____, of and that there are no outstanding obligations or claims of any kind for the payment of which the County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____, who under oath deposes and says that he is _____ of the firm of XXXXXXXXXX. that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "F"

**STATE OF GEORGIA
PUTNAM COUNTY**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), a form of which is attached hereto as Exhibit "G".

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 201__ in _____ (County), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__ .

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "G"

**STATE OF GEORGIA
PUTNAM COUNTY**

SUBCONTRACTOR AFFIDAVIT

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 201____ in _____ (County), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____.

Notary Public

[NOTARY SEAL]

END SAMPLE CONTRACT

SAMPLE

**QUANTITY ESTIMATE
TABLES
A-1 to A-3**

TABLE A-1

**PRIMARY BID
QUANTITY ESTIMATES**

Scope: Milling, patching, leveling, pavement fabric and asphalt joint & crack sealing, resurfacing, shoulder repair and striping

| ROAD SEGMENT | FM | TO | WIDTH (LF) | LENGTH (miles) | JOINT & CRACK SEAL (Lane Mile) | MILLING (SY) | | PVMT. FABRIC (SF) | ASPHALT DEEP PATCHING 4 in 19MM (TN) | ASPHALT LEVELING; 12.5 mm (TN) | ASPHALT RESURFACING 9.5mm (TN) | GRADING; ADJUST SHOULDER TO-GRADE (Lane Mile) | SOD (SY) | STRIPING (Miles) | | | | |
|------------------------|------------------------------|------------------------|------------|----------------|--------------------------------|--------------|--------|-------------------|--------------------------------------|--------------------------------|--------------------------------|---|----------|----------------------|------------|-------------|----------------|-------------|
| | | | | | | 1-2.5" | >2.5" | | | | | | | Double yellow center | Edge white | Skip center | Stop Bars (LF) | RR Crossing |
| | | | | | | | | | | | | | | | | | | |
| Godfrey Rd | 33°22'42.17N 83°28'52.98W | County Line | 21 | 3.0 | NA | 16,427 | 8213 | 1000 | 440 | 1868 | 3354 | 6 | NA | 5.0 | 6.0 | 1.0 | NA | NA |
| Harmony Rd * | SR 44 | Lake Man Rd | 22 to 50 | 1.4 | NA | 8066 | 4033 | 1250 | 674 | 667 | 1700 | 2.0 | NA | 4.8 | 2.8 | 2.0 | NA | NA |
| Whitney St | Cul-de-sac | Cul-de-sac | 21 | .7 | NA | 1750 | 1750 | 250 | 110 | 240 | 750 | 1.4 | 2112 | 1.4 | 1.4 | NA | 2 | NA |
| Twin Bridges Rd | Dennis Station RR | Avant/Twin Bridges Rd | 22 | 2.7 | 2300 | 9680 | 9680 | 2000 | 660 | 1349 | 2875 | 5.4 | NA | 4.8 | 5.8 | .6 | 13 | 1 |
| Little River Ct | Little River Trail | Cul-de-sac | 21 | .3 | NA | NA | NA | NA | 10 | 10 | 315 | .6 | 528 | NA | NA | NA | 1 | NA |
| Rose Creek Rd ** | At Culvert Replacement | At Culvert Replacement | 20 | 95 | NA | NA | NA | NA | NA | NA | 18 | NA | NA | .04 | .04 | NA | NA | NA |
| Little River Trail ** | At Culvert Replacement | At Culvert Replacement | 21 | 95 | NA | NA | NA | NA | NA | NA | 20 | NA | NA | .04 | .04 | NA | NA | NA |
| Martin Luther King Dr. | City Limits | Pea Ridge Rd | NA | 4.75 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 8 | 9.5 | 1.5 | 1 | NA |
| Harmony Rd | SR 441 | Lake Man Rd | NA | 6.7 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 12.4 | 13.4 | 1.0 | 2 | NA |
| Long Shores Dr. | Hwy 16 | Dead End | NA | 3.6 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 7.2 | 7.2 | NA | 1 | NA |
| TOTAL | | | | | 2300 | 35,923 | 23,676 | 4,500 | 1,854 | 4,134 | 9032 | 15.4 | 2640 | 43.68 | 46.18 | 6.1 | 240 | 1 |

NOTE: Refer to Asphalt Core Detail Table B _____

*Asphalt resurfacing/repairs end at state ROW. Project shall not terminate before signal loops at SR 44. Signal loops not to be disturbed.

** Non-LMIG project

EXHIBIT A-2

**ALTERNATE #1 BID
QUANTITY ESTIMATES**

Scope: Patching, leveling, expanded (foamed) asphaltic base course, milling, pavement fabric and asphalt joint & crack sealing, resurfacing, shoulder repair and striping

| ROAD SEGMENT | FM | TO | WIDTH (LF) | LENGTH (miles) | JOINT & CRACK FILL (Lane Mile) | FULL DEPTH RECLAMATION (expanded foam stabilization) | Milling (SY) 1-2.5" | PVMT. FABRIC (SY) | ASPHALT LEVELING; 12.5mm (TN) | ASPHALTIC RESURFACING 9.5mm (TN) | GRADING, ADJUST SHOULDER TO GRADE (Lane Mile) | SOD (SY) | STRIPING (miles) | | | | | |
|------------------------|------------------------------|------------------------|------------|----------------|--------------------------------|--|---------------------|-------------------|-------------------------------|----------------------------------|---|----------|------------------|---------|-------------|----------------|-------------|---|
| | | | | | | | | | | | | | DB yellow center | Edge WH | Skip center | Stop Bars (LF) | RR Crossing | |
| Godfrey Rd | 33°22'42.17N 83°28'52.98W | County Line | 21 | 3.0 | NA | 25,000 | NA | 1000 | 934 | 3354 | 6 | NA | 5.0 | 6.0 | 1.0 | NA | NA | |
| Harmony Rd * | SR 44 | Lake Man Rd | 22 to 50 | 1.4 | NA | 12,000 | NA | 100 | 167 | 1700 | 2 | NA | 4.8 | 2.8 | 2.0 | NA | NA | |
| Whitney St | Cul-de-sac | Cul-de-sac | 21 | .7 | NA | NA | NA | 400 | 100 | 750 | 1.4 | 2112 | 1.4 | 1.4 | NA | 2 | NA | |
| Twin Bridges Rd | Dennis Station RR | Avant/Twin Bridges Rd | 22 | 2.7 | 2300 | NA | 6453 | 2,500 | 932 | 2875 | 5.4 | NA | 4.8 | 5.8 | ,6 | 13 | 1 | |
| Little River Ct | Little River Trail | Cul-de-sac | 21 | .3 | NA | NA | NA | NA | 10 | 315 | ,6 | 528 | NA | NA | NA | 1 | NA | |
| Rose Creek Rd ** | At Culvert Replacement | At Culvert Replacement | 20 | 95 | NA | NA | NA | NA | NA | 18 | NA | NA | .04 | .04 | NA | NA | NA | |
| Little River Trail ** | At Culvert Replacement | At Culvert Replacement | 21 | 95 | NA | NA | NA | NA | NA | 20 | NA | NA | .04 | .04 | NA | NA | NA | |
| Martin Luther King Dr. | City Limits | Pea Ridge Rd | NA | 4.75 | NA | NA | NA | NA | NA | NA | NA | NA | 8 | 9.5 | 1.5 | 1 | NA | |
| Harmony Rd | SR 441 | Lake Man Rd | NA | 6.7 | NA | NA | NA | NA | NA | NA | NA | NA | 12.4 | 13.4 | 1.0 | 2 | NA | |
| Long Shores Dr. | Hwy 16 | Dead End | NA | 3.6 | NA | NA | NA | NA | NA | NA | NA | NA | 7.2 | 7.2 | NA | 1 | NA | |
| TOTAL | | | | | | 2,300 | 37,000 | 6,453 | 3,500 | 2,143 | 9,032 | 15.4 | 2640 | 43.68 | 46.18 | 6.1 | 240 | 1 |

NOTE: Refer to Asphalt Core Table B

*Asphalt resurfacing/repairs end at state ROW. Project shall not extend beyond signal loops at SR 44. Expanded (foam) asphalt FDR scope is between 951 Harmony Rd and Lake Man Rd

** Non-LMIG project

TABLE A-3**ALTERNATE #2 BID
QUANTITY ESTIMATES****Scope:** Patching, leveling, full depth reclamation with graded aggregate base, milling, pavement fabric and asphalt joint & crack sealing, resurfacing, shoulder repair and striping

| ROAD SEGMENT | FM | TO | WIDTH (LF) | LENGTH (miles) | JOINT & CRACK FILL (Lane Mile) | FULL DEPTH RECLAMATION (no chemical treatment) | | Milling (SY) 1-2.5" | PVMT. FABRIC (SY) | ASPHALT LEVELING; 12.5 mm (TN) | ASPHALTIC RESURFACING 9.5mm (TN) | GRADING, ADJUST SHOULDER TO GRADE (Lane Mile) | SOD (SY) | STRIPING (Miles) | | | | | |
|------------------------|------------------------------|------------------------|------------|----------------|--------------------------------|--|----------|------------------------|-------------------|--------------------------------|----------------------------------|---|----------|------------------|---------|-------------|-----------|-------------|---|
| | | | | | | GAB (TN) | FDR (SY) | | | | | | | DB yellow center | Edge WH | Skip center | Stop Bars | RR Crossing | |
| | | | | | | | | | | | | | | | | | | | |
| Godfrey Rd | 33°22'42.17N 83°28'52.98W | County Line | 21 | 3.0 | NA | 7200 | 25,000 | NA | 1000 | 934 | 3354 | 6.0 | NA | 5.0 | 6.0 | 1.0 | NA | NA | |
| Harmony Rd * | SR 44 | Lake Man Rd | 22 to 50 | 1.4 | NA | 3200 | 11,000 | NA | 100 | 167 | 1700 | 2.0 | NA | 4.8 | 2.8 | 2.0 | NA | NA | |
| Whitney St | Cul-de-sac | Cul-de-sac | 21 | .7 | NA | NA | NA | NA | 400 | 100 | 750 | 1.4 | 2112 | 1.4 | 1.4 | NA | 2 | NA | |
| Twin Bridges Rd | Dennis Station RR | Avant/Twin Bridges Rd | 22 | 2.7 | 2300 | NA | NA | 12,907 | 1500 | 1465 | 2875 | 5.4 | NA | 4.8 | 5.8 | .6 | 13 | 1 | |
| Little River Ct | Little River Trail | Cul-de-sac | 21 | .3 | NA | NA | NA | NA | NA | 10 | 315 | .6 | 528 | NA | NA | NA | 1 | NA | |
| Rose Creek Rd ** | At Culvert Replacement | At Culvert Replacement | 20 | .02 | NA | NA | NA | NA | NA | NA | 18 | NA | NA | 190 | 190 | NA | NA | NA | |
| Little River Trail ** | At Culvert Replacement | At Culvert Replacement | 21 | .02 | NA | NA | NA | NA | NA | NA | 20 | NA | NA | 190 | 190 | NA | NA | NA | |
| Martin Luther King Dr. | City Limits | Pea Ridge Rd | NA | 4.75 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 8 | 9.5 | 1.5 | 1 | NA | |
| Harmony Rd | SR 441 | Lake Man Rd | NA | 6.7 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 12.4 | 13.4 | 1.0 | 2 | NA | |
| Long Shores Dr | Hwy 16 | Dead End | NA | 3.6 | NA | NA | NA | NA | NA | NA | NA | NA | NA | 7.2 | 7.2 | NA | 1 | NA | |
| TOTAL | | | | | | 2300 | 10,400 | 26,000 | 12,907 | 3,000 | 3076 | 9032 | 15.4 | 2640 | 43.68 | 46.18 | 6.1 | 20 | 1 |

NOTE: Refer to Asphalt Core Table B

*Asphalt resurfacing/repairs end at state ROW. Project shall not extend beyond signal loops at SR 44. Full Depth Reclamation scope is between 951 Harmony Rd and Lake Man Rd

** Non-LMIG project

LOCATION MAPS



Scott Rd

SR 44

44

Lake Mann Rd

Samuels Industrial Pkwy

Harmony Rd

Harmony Ln

Lakemore Dr

Lake Dr

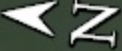
Village Ln

HARMONY ROAD

(Lake Man to SR 44 ROW)

Google earth

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Untitled Placemark



END

Indian-Creek Rd
JD
Indian-Creek Rd

Godfrey Rd



BEGIN

Untit

GODFREY ROAD RESURFACING

(Morgan County Line to new resurfacing in Putnam - 33° 22'42.17"N; 83° 28'52.98"W)



Dennis Station Rd SW

Twin Bridges Rd SW

Avant Rd

Bear Creek Rd

Bear Creek Rd W

Blue Branch Rd

Southside Rd

Dennis Station Rd SN

Google earth

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TWIN BRIDGES RD
(Avant Rd to RR at Dennis Station (west side of tracks))

MARTIN LUTHER KING RE-STRIPING
(City Limits to Pea Ridge Rd)



M.L.K. Jr Dr

Pea-Ridge Rd





Harmony Rd

BEGIN (Lake Man)

END

Harmony Rd-NE

END

HARMONY ROAD RE-STRIPING
(SR 24/441 TO LAKE MAN)



BEGIN

Long Shoals Rd

Long Shoals Rd

River-Lake Dr

Long Island Dr

E River Bend Dr

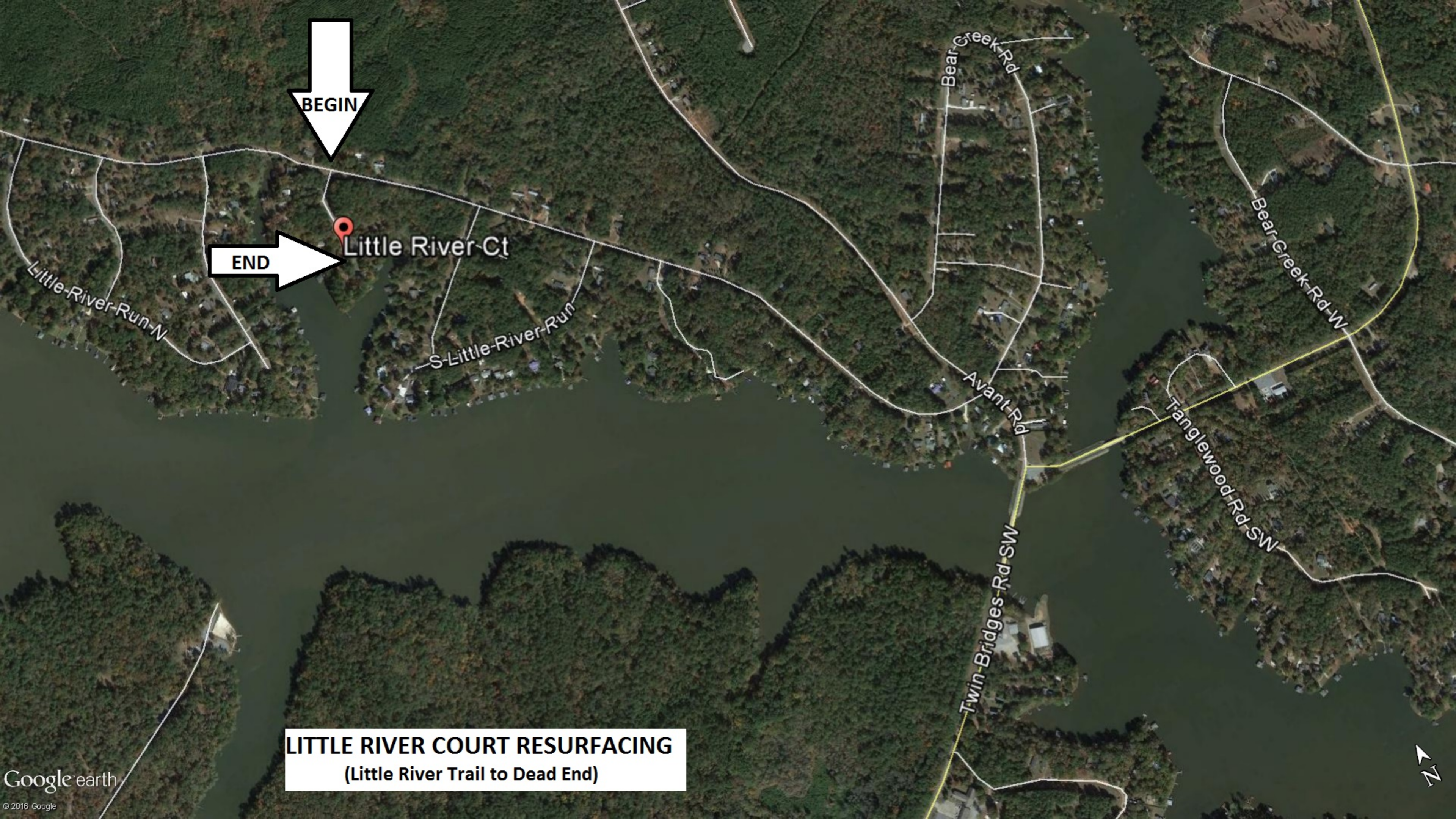
LONG SHOALS ROAD RE-STRIPING
(SR 16 to end of existing striping)

END





WHITNEY STREET RESURFACING
(cul-de-sac to cul-de-sac)



LITTLE RIVER COURT RESURFACING
(Little River Trail to Dead End)



PAVEMENT REPAIR



Rose Creek Rd

Rose Creek Rd

Gray Rd SW
44

ROSE CREEK RD PAVEMENT REPAIR AT CULVERT REPLACEMENT





Landing Rd

Burtom Rd SW

Sunset Dr

Sunrise Dr SW

Anchor Point Dr

Daylight Dr W

Little River Run N

Little River Dr

Little River Trail

Edgewater Dr



Pavement Repair

Little River Trail

LITTLE RIVER TRAIL PAVEMENT REPAIR AT CULVERT REPLACEMENT

MS Pavant Rd
Twin Bridges

Bear Creek Rd



TABLE B
ASPHALT CORE DETAILS

TABLE B

**HARMONY ROAD
CORE DETAILS**

| Core # | Approximate Location | Asphalt thickness | | | GAB Thickness | Visual Presence of Soil Cement | Top Six Inches of Soil | Next Six inches |
|--------|----------------------|-------------------|------------|---------------|---------------|--------------------------------|----------------------------------|----------------------------------|
| | | Measure #1 | Measure #2 | Avg Thickness | | | | |
| 1 | 807 Harmony Rd | 3.75" | 4.00" | 3.875" | no GAB | no | sandy silt, brown | silty sand, clay, reddish orange |
| 2 | 832 Harmony Rd | 3.75" | 4.00" | 3.875" | no GAB | no | sandy silt, brown | silty sand, clay, reddish orange |
| 4 | 867 Harmony Rd | 6.875" | 6.50" | 6.6875" | no GAB | no | sandy silt, brown | silty sand, clay, reddish orange |
| 8 | 923 Harmony Rd | 3.50" | 3.625" | 3.5625" | no GAB | no | sandy silt, brown | silty sand, clay, reddish orange |
| 9 | 940 Harmony Rd | 5.50" | 5.25" | 5.375" | no GAB | no | sandy silt, brown | silty sand, clay, reddish orange |
| 11 | 995 Harmony Rd | 7.875" | 7.625" | 7.75" | 8.0" | no | silty sand, clay, reddish orange | silty sand, clay, reddish orange |

**GODFREY ROAD
CORE DETAILS**

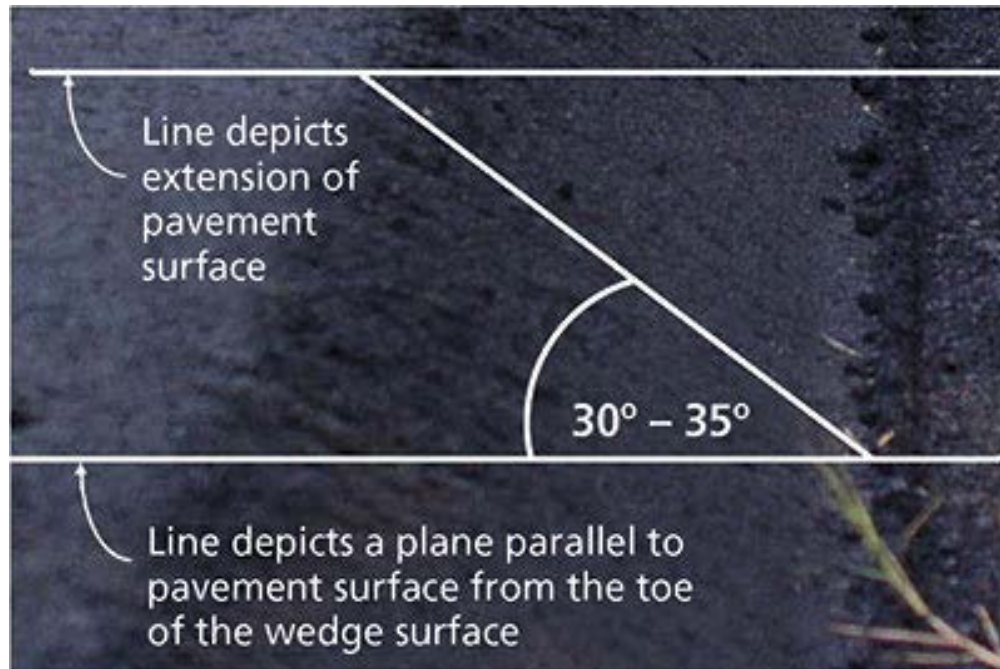
| Core # | Approximate Location | Asphalt thickness | | | GAB Thickness | Visual Presence of Soil Cement | Top Six Inches of Soil | Next Six inches |
|--------|--|-------------------|------------|---------------|---------------|--------------------------------|------------------------|-----------------------|
| | | Measure #1 | Measure #2 | Avg Thickness | | | | |
| 1 | 2000 ft north of 33°22'42.17N & 83°28'52.98W | 5.25" | 5.00" | 5.125" | no GAB | no | sandy silt, tan | silty sand, clay, red |
| 2 | UGA Experiment Station | 4.25" | 3.75" | 4.00" | no GAB | no | silty sand, clay, red | silty sand, clay, red |

**TWIN BRIDGES ROAD
CORE DETAILS**

| Core # | Approximate Location | Asphalt thickness | | | GAB Thickness | Visual Presence of Soil Cement | Top Six Inches of Soil | Next Six inches |
|--------|--------------------------------|-------------------|------------|---------------|---------------|--------------------------------|--------------------------|--------------------------------------|
| | | Measure #1 | Measure #2 | Avg Thickness | | | | |
| 1 | 300' W of Dennis Sta. | 6.25" | 6.25" | 6.25" | No GAB | No | Sandy Silt, Light Brown | Silty Sand trace of Clay |
| 2 | 300' W of 361 Twins Bridges Rd | 5.75" | 6.125" | 5.9375" | No GAB | No | Silty Sand trace of Clay | Silty Sand trace of Clay |
| 3 | 30' E of 480 Twins Bridges Rd | 4.50" | 4.75" | 4.625" | No GAB | No | Sandy Silt, Light Brown | rock refusal 8" Below soil subgrade |
| 4 | 50' E of 526 Twins Bridges Rd | 5.625" | 5.75" | 5.6875" | No GAB | No | Sandy Silt, dark brown | sandy silt rocky, grey |
| 5 | 564 Twins Bridges Rd | 4.625" | 4.75" | 4.6875" | No GAB | No | Sandy Silt, brown | sandy silt rocky, grey |
| 6 | 20' S of Avant Int. | 10.25" | 10.50" | 10.375" | No GAB | No | Silty Sand trace of Clay | Silty Sand trace of Clay |
| 7 | 30' W of Blue Ranch Rd | 3.75" | 4.125" | 3.9375" | No GAB | No | Sandy Silt, dark brown | rock refusal 10" Below soil subgrade |
| 8 | 20' W of 511 Twin Bridges Rd | 4.75" | 4.75" | 4.75" | No GAB | No | Sandy Silt, Light Brown | Silty Sand trace of Clay |
| 9 | 100' W of 467 Twin Bridges Rd | 4.625" | 5.125" | 4.875" | No GAB | No | Sandy Silt, Light Brown | Silty Sand trace of Clay |
| 10 | 100' W of 349 Twin Bridges Rd | 4.125" | 4.00" | 4.0625" | No GAB | No | Sandy Silt, Light Brown | Silty Sand trace of Clay |

ASPHALT SAFETY/WEDGE FILLET

ASPHALTIC CONCRETE PAVEMENT FILLET-SAFETY WEDGE



Taken From: National Center for Asphalt Technology - Resource Center Safety Engineer Frank Julian and Pavement and Materials Engineer Chris Wagner **and** the Georgia Department of Transportation