

REQUEST FOR BID
AND
CONTRACT DOCUMENTS
FOR
TOWN OF BRASELTON
2019-20 Road Resurfacing

Project No. 19-1204



ISSUED
October 31, 2019

Braselton 2019-20 Road Resurfacing

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BID ADVERTISEMENT
Town of Braselton 2019-20 Road Resurfacing
Town of Braselton, Georgia

Sealed bids will be received by the Town of Braselton at the office of the Town Manager, Town Hall, 4982 Hwy 53, Braselton, Georgia, until 2:00 PM, Local Time, Wednesday, December 04, 2019 for the resurfacing of various streets in the Town of Braselton at which time and place they will be publicly opened and read aloud.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Bidding documents will be available for download on the Town Website located under https://www.braselton.net/town_info/rfp_bids/index.php and will also be available at Town Hall at the above address. For more information contact Sandy Weinel, P.E. at (706) 654-3915 x1034. Bids shall be presented in a sealed envelope with the bid name (Braselton 2019-20 Road Resurfacing) and the name of the company or firm submitting clearly marked on the outside of the envelope. **ONE (1) ORIGINAL AND ONE COPY MUST BE SUBMITTED.** No bid may be withdrawn for a period of ninety (90) days after the scheduled time for receiving the bids.

The work generally consists of milling, resurfacing and necessary patching of various streets in the Town of Braselton and all incidental work required, including the furnishing of all material, equipment and labor necessary to adjust manholes & water valves, base repair, mill asphalt, leveling, asphalt surface course, pavement markings, traffic control and other related work. All work will be done in accordance with the Georgia Department of Transportation's Standard Drawings, Standard Specifications, and Pay Items Index for the construction and completion of the project.

Resurfacing activities for the **Base Bid** include approximately 2.5 miles of Town-owned streets summarized in Project Scope.

Full Depth Reclamation activities for the **Alternate Bid #1** will be considered for Fisk Falls Drive and Wallace Falls Drive.

The work shall be substantially complete within 90 calendar days from the date of issuance of Notice to Proceed (NTP). Liquidated Damages of \$100 per day will be assessed if work is not completed within 90 days of NTP.

Payment shall be tendered to the successful Bidder upon acceptance and approval by the Town of Braselton for satisfactory compliance with the general terms, conditions, and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

The Award will be made to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for the Work, the Town of Braselton may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. ***Owner has the right to add to and delete from the contract once it has been awarded for a period of 6 months.*** The Town of Braselton reserves the right to reject any or all bids and re-advertise, to waive informalities or irregularities, and to make an award as deemed in its best interest.

Unbalanced bids will be rejected. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount for each of the listed items reasonably reflects the value of that item with regard to the entire job

considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

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

Bids must be accompanied by a signed and notarized non collusive affidavit as well as a signed and notarized Georgia Security & Immigration Compliance affidavits for contractor and subcontractors.

Bids must be accompanied by a certified check, bid bond, or cashier's check in the amount of five percent (5%) of the total bid, made payable to the Town of Braselton, Georgia. The selected contractor will be required to submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond of the contract amount.

Before submitting Bid, each Bidder shall: (a) examine the Bid Document Package thoroughly; (b) visit the site to become familiar with local conditions affecting cost or Work progress or performance; (c) become familiar with federal, state, and local laws, ordinances, rules, and regulations affecting cost or Work progress or performance; (d) study and carefully correlate Bidder's observations with the Bid Document Package; and, (e) notify the Town concerning conflicts, errors, or discrepancies in Bid Document Package.

Bid submission will constitute incontrovertible representation that Bidder understands and has complied with requirements contained in this Bid Document Package, and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

Questions concerning meaning or intent of Bid Document Package shall be directed in email to Sandy Weinel, P.E. at sweinel@braselton.net. Replies will be issued by Addenda and posted on the Town's website, https://www.braselton.net/town_info/rfp_bids/index.php. Questions will be received until 5:00 pm, Monday, November 25, 2019. Any questions received after that date and time will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to modify Bid Document Package as deemed necessary by the Town.

Project Scope

Town of Braselton is accepting bids for mill, patch, FDR, overlay, striping, and traffic control as needed for the following:

Note: Based on budget and/or changing needs, owner reserves the right to add to and delete from scope of the contract once it has been awarded for a period of 6 months

ROAD NAME	BEGINNING	ENDING	LENGTH Feet	LENGTH Miles	WIDTH Feet	WORK DESCRIPTION
Fisk Falls Drive	Liberty Church Rd	Madrid Falls Rd	2900	0.55	24	Curb Mill; 40% Patching 19mm 2"; overlay
Wallace Falls Drive	Fisk Falls Drive	Cul de sac	1382	0.26	24	Curb Mill; 50% patching 19mm 2"; overlay
ALTERNATE Fisk Falls & Wallace Falls Drive						**ALTERNATE** FDR 8" and overlay
Braselton Parkway	SR 53	Jesse Cronin Rd	7,267	1.38	38	Curb Mill; 20% patching 19mm 2"; overlay
Zion Church Road	SR 53	Pinecrest Lane	180	0.03	20	20% patching 19mm 2"; overlay

All work on Town of Braselton projects must be performed in accordance with provisions and requirements set forth by Georgia Department of Transportation. Quantities are approximate only. Actual quantities for pay items will be derived by field measurements and weight measurements. Contractor is to field verify the widths of all roads.

Traffic Control

The contractor shall provide traffic control to include all items necessary to maintain safe travel for the public. Traffic control shall include, but is not limited to: road closed signs, barricades, detour signs, flagging, work zone signs, low/soft shoulder signs, etc. All traffic control devices and work zones shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. All traffic control items shall be maintained by the Contractor at all times throughout the length of the project.

The Contractor shall install all required striping and markings as quickly as possible, but no later than 3 days after the road is completed unless directed otherwise by the project manager.

Quantities are approximate only. Actual quantities for pay items will be derived by field measurements and weight measurements.

Contract Time

The work shall be completed within ninety (90) consecutive calendar days. Time extensions may be given for inclement weather days occurring during the contract period and for additional work added to the contract.

BID SCHEDULE	FISK FALLS DRIVE AND WALLACE FALLS DRIVE
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TOWN OF BRASELTON 2019 -20 ROAD RESURFACING

LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
PAVING AND RESURFACING ITEMS						
1	150-1000	TRAFFIC CONTROL	1	LS		
2	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	377	TN		
3	402-1812	RECYCLED ASPH CONC LEVELING INCL BITUM MATL & H LIME	523	TN		
4	402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	942	TN		
5	611-8050	ADJUST MANHOLE TO GRADE	25	EA		
6	413-1000	BITUMINOUS TACK COAT	1140	GAL		
7	432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	11,419	SY		
TOTAL AMOUNT						

COMPANY NAME:

CONTACT NAME AND TITLE:

SIGNATURE:

DATE:

BID SCHEDULE	ALTERNATE FULL DEPTH RECLAMATION FISK FALLS DRIVE AND WALLACE FALLS DRIVE
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TOWN OF BRASELTON 2019-20 ROAD RESURFACING

LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
PAVING AND RESURFACING ITEMS						
	150-1000	TRAFFIC CONTROL	1	LS		
	402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	942	TN		
	413-1000	BITUMINOUS TACK COAT	1140	GAL		
		FULL DEPTH RECLAMATION (FDR) 8" MINIMUM; PROVIDE MIX DESIGN AND FIELD TESTING	11,419	SY		
		PORTLAND CEMENT	228	TN		
TOTAL AMOUNT						

COMPANY NAME:

CONTACT NAME AND TITLE:

SIGNATURE:

DATE:

BID SCHEDULE	ZION CHURCH ROAD
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TOWN OF BRASELTON 2019 -20 ROAD RESURFACING

LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
PAVING AND RESURFACING ITEMS						
1	150-1000	TRAFFIC CONTROL	1	LS		
2	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	33	TN		
4	402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	33	TN		
6	413-1000	BITUMINOUS TACK COAT	40	GAL		
TOTAL AMOUNT						

COMPANY NAME:

CONTACT NAME AND TITLE:

SIGNATURE:

DATE:

BID SCHEDULE	Braselton Parkway
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TOWN OF BRASELTON 2019 -20 ROAD RESURFACING

LINE NO.	GDOT ITEM	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
PAVING AND RESURFACING ITEMS						
1	150-1000	Traffic Control	1	LS		
2	402-1802	Patching 2" with 19mm superpave incl bitum matl & H lime	506	TN		
4	402-1812	Recycled Asph Conc Leveling, Incl Bitum Matl & H Lime	1600	TN		
5	402-3113	Recycled Asph Conc 12.5 mm Superpave, Type 2, GP 2 only, incl bitum matl & H lime	2531	TN		
6	413-1000	Bitum, Tack Coat	2745	GL		
7	432-5010	Mill Asphalt Concrete Pavement, Variable Depth hauling and clean up	19,375	SY		
SIGN AND MARKING ITEMS						
	150-3200	Temporary Striping	2.6	LM		
8	653-2502	Thermo Solid Traffic Stripe, 5 in, Yellow	2.5	LM		
9	653-4502	Thermo Skip Traffic Stripe, 5 in, Yellow	2.5	GLM		
10	653-0120	Thermo PVMT Mark, Arrow, TP2	27	EA		
11	653-1501	Thermo Solid Traffic Stripe, 5 in, White	265	LF		
12	653-3501	Thermo Skip Traffic Stripe, 5 in, White	100	GLF		
	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	75	SY		
13	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	70	SY		
14	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	12	LF		

TOTAL AMOUNT	
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COMPANY NAME:

CONTACT NAME AND TITLE:

SIGNATURE:

DATE:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 TOWN OF BRASELTON 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). 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 _____, 20____ in _____(city) _____(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 _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 under a contract with _____ on behalf of TOWN OF BRASELTON 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 contractor 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 (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such 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 Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____(city) _____(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 _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 under a contract for _____ and _____ on behalf of the TOWN OF BRASELTON 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 sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____. Sub-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 Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20____ in _____(city), _____(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 _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTOR NOTIFICATION LIST

Required information on Subcontractors doing work in the Town of Braselton:

Please list any Subcontractors, the address, Business License number, scope of work and start date, and percent of work assigned for each Subcontractor who may be doing work in the Town.

General Contractor/Developer: _____

License Number: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

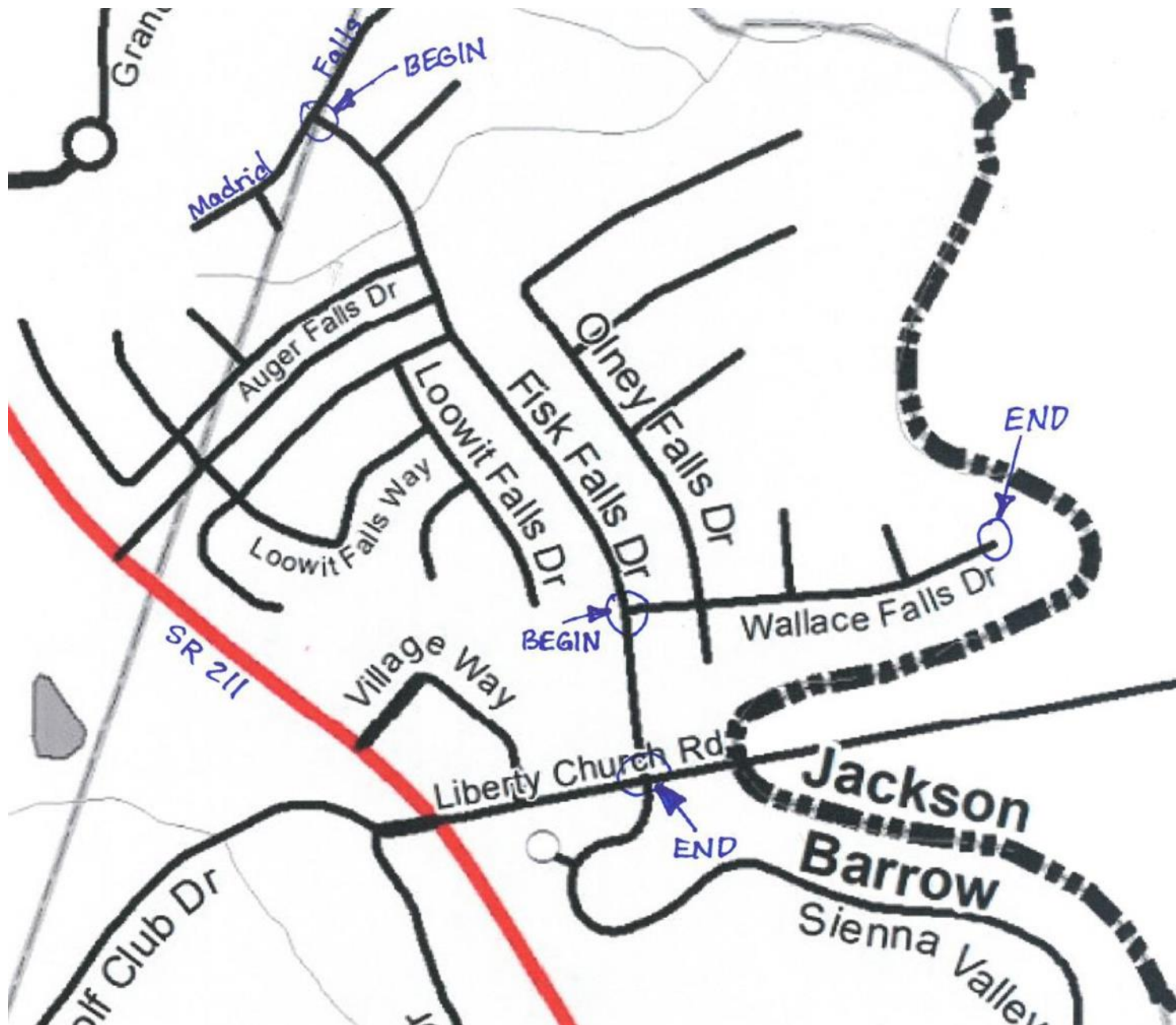
Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

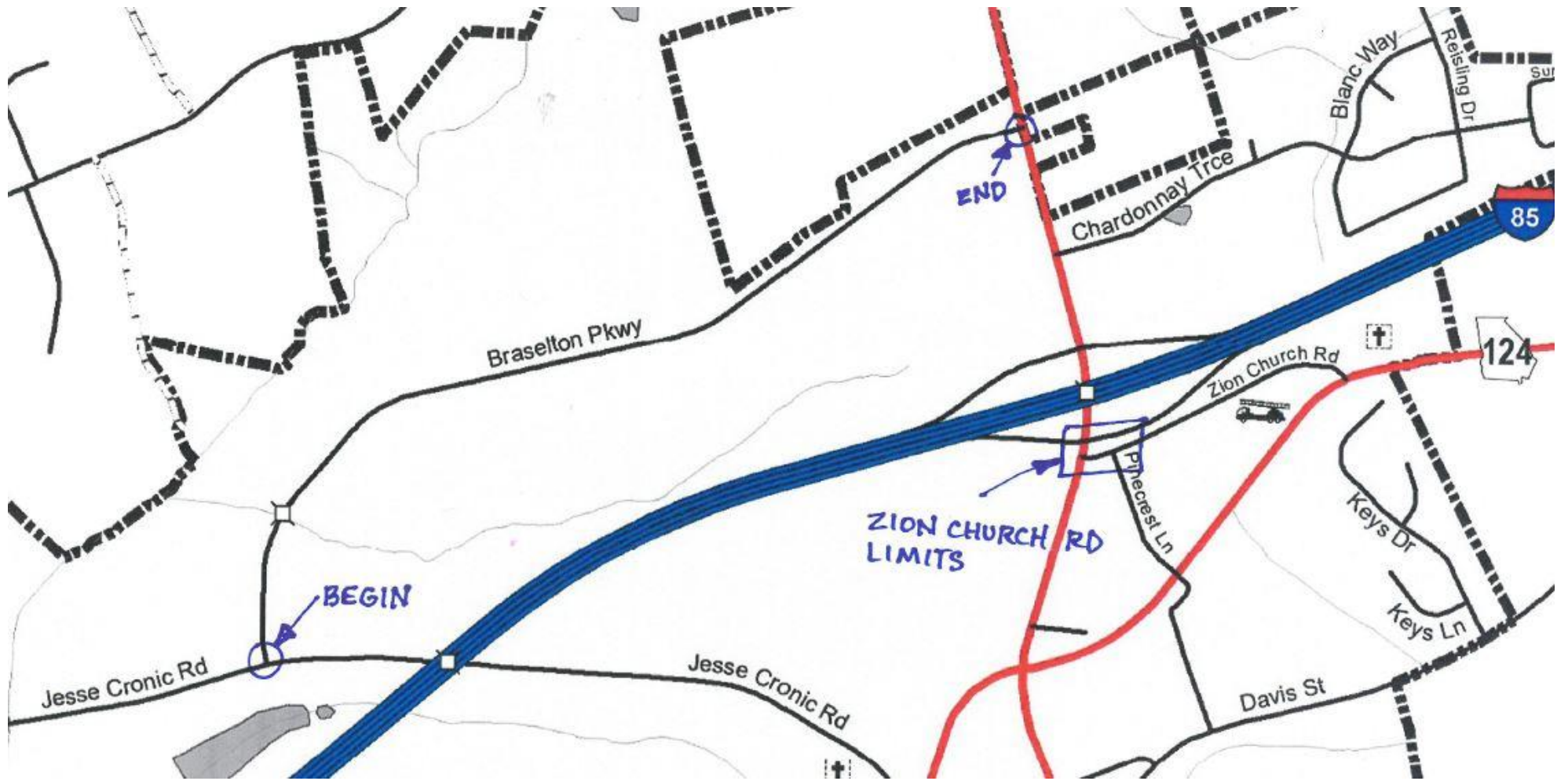
License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Fisk Falls Drive and Wallace Falls Drive



Braselton Parkway and Zion Church Rd



CONTRACT AGREEMENT

THIS AGREEMENT made by and between TOWN OF BRASELTON, GEORGIA, hereinafter called "**OWNER**", and _____, a contractor doing business as an individual, a partnership, or a corporation in the City of _____ and State of Georgia, hereinafter called "**Contractor**". Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

A. Contractor shall complete Work as specified or indicated in the Town of Braselton 2019-20 Road Resurfacing Bid Documents. The Work is generally described as mill, patch, overlay, striping, and provide traffic control on various Town Streets. As noted in the Bid Documents, the OWNER reserves the right to add to and delete from the contract. Specific work locations (streets) will be issued as a task order under this agreement.

ARTICLE 2 - CONTRACT TIME

- A. All work under this agreement will be completed on or before _____, 2020.
- B. Time limits for specific work are set forth in specific task orders.

ARTICLE 3 - CONTRACT PRICE

A. Owner shall pay Contractor for completion of the Work in accordance with the unit prices set forth in the Bid Schedule submitted by the Contractor.

ARTICLE 3 - PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in a format pre-approved by the Owner.
- B. Owner shall make progress payments on the basis of Contractor's Applications for Payment submitted on or about the 20th day of each month during performance of the Work. All such payments will be based on the Bid Schedule and number of units completed.

ARTICLE 4- CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined the Contract Documents and the other related data identified in the Bid Documents.
- B. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____