



**FY 2024 LMIG CONTRACTOR INVITATION TO BID**  
**WILKES COUNTY**

**PATCHING-OGI LEVELING-RESURFACING AND RESTRIPIING**

- (A) WEST ROAD
- (B) WHEATLEY ROAD

**RESURFACING AND (1) THERMOPLASTIC STOP BAR**

- (C) FAIN ROAD

**\$ \_\_\_\_\_ GRAND BID TOTAL**

CONTACT INFO: COMPANY: \_\_\_\_\_  
Address: \_\_\_\_\_  
Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_ Email: \_\_\_\_\_  
Cell Phone No: \_\_\_\_\_ Web Address: \_\_\_\_\_

# NOTICE

Notice is hereby given that the Wilkes County Board of Commissioners are seeking sealed bids for patching, OGI leveling, resurfacing, and re-striping of (2) two county roads. The project shall consist of 0.87 miles on the WEST ROAD (4,570 linear feet) and 2.16 MILES on the WHEATLEY ROAD (11,375 linear feet). Also included is resurfacing only of (1) road. This project consists of 0.38 miles on the FAIN ROAD (2000 linear feet). It shall be the responsibility of the bidder to become familiar with all of the provisions of the specifications to ensure that everything is provided as specified. All labor and material shall meet GDOT specifications. Bids must be sealed in an envelope and clearly marked in large letters with the words **FY 2024 LMIG BID**. Bids must be received in this office (Room 222) by no later than 9:45 a.m. on Thursday, September 14, 2023. Bids will be opened at 10:00 a.m. in Room 219 on September 14, 2023. The right to reject any or all bids is reserved. Questions should be directed to this office.

**Karen M. Burton, County Clerk**

Please note the above as part of the bid requirements.

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# BID PROPOSAL

THE WILKES COUNTY BOARD OF COMMISSIONERS WILL RECEIVE SEALED BIDS FOR FURNISHING ALL LABOR, TRAFFIC CONTROL EQUIPMENT, AND MATERIALS NECESSARY FOR PATCHING, OGI LEVELING AND ASPHALT OVERLAY ON (2) ROADS (INCLUDING ALL DRIVEWAYS 2 FEET IN LENGTH) AND RESURFACING ONLY ON (1) ROAD (AS DETAILED BELOW):

## PROJECT BID "A" WEST ROAD

Begin: STATE ROUTE 44  
End: JOHNSONROAD/NORMAN OAD SW  
Length: 0.87 Miles (4,570 LINEAR FEET)  
Patching  
OGI Leveling  
Resurfacing (Including all driveways two'  
length)  
and Restriping  
(60' RW / 20' Road Surface)

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**WEST ROAD DEEP PATCHING  
STATION NUMBERS  
440 LBS./SQUARE YARD**

<b>PATCH #</b>	<b>BEGIN STA #</b>	<b>RT. LT. OR CENTER</b>	<b>LENGTH</b>	<b>WIDTH</b>	<b>SQ. YDS</b>	<b>TONS</b>
1	28+50	LT	50	7	38.89	8.56
2	32+65	LT	10	7	7.78	1.71
<b>GRAND TOTAL SQUARE YARDS &amp; TONS</b>					<b>46.67</b>	<b>10.27</b>

## IMPORTANT NOTES

The project Must be provided with the proper signage and traffic devices and materials, inclusive of **CONSTRUCTION AND LOW/SOFT SHOULDER** signs. All signs and post will become the property of Wilkes County upon conclusion of the projects.

**Contractor shall be responsible for placement of barrels along shoulders prior to paving and to be picked up and retained by contractor upon completion of shoulder building by the county.**

All Labor and Material shall comply with GDOT specifications. The project is an LMIG and TSPLOST project.

All prep work will be the responsibility of the Contractor. Caution shall be taken to cause minimal damage to road

**Wilkes County will be responsible for backfill on the shoulders upon completion of Contractors responsibilities.**

Each Bidder will be responsible for visiting each project site and becoming familiar with all aspects of the project including road widths.

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PROJECT INFORMATION: PRIMARY PROJECT 0.87 Miles (7,141 LF) @ 20 LF WIDTH – WEST ROAD – BID "A"						
LINE NO	GDOT ITEM #	Description	Quantity	Unit	Unit Amount \$	UNIT TOTAL \$
0010	150-1000	Traffic Control	1	LS		
0020	402-1802	Recycle Deep Patching, Incl Bitum Matl & H Lime	10.27	TN		
0030	400-1812	Asph Conc OGI, GP2 Only, Incl Bitum Matl & H Lime (Level and Seal) (90 #/SY)	457.00	TN		
0040	402-3103	Recycled Asph Conc 9.5 mm Superpave, GP2 ONLY, incl Bitum Matl & H Lime" (135 #/SY)	785.50	TN		
0050	413-1000	Bitum Tack Coat @ 0.04 GAL / SY	812.44	GL		
0060	652-2501	Solid Traffic Stripe, 5 In, White (HIGH BUILD)	1.74	LM		
0070	652-2502	Solid Traffic Stripe, 5 In, Yellow (HIGH BUILD)	1.22	LM		
0080	652-3502	Skip Traffic Stripe, 5 In, Yellow (HIGH BUILD)	0.52	LM		
0090	653-1704	Thermoplastic Solid Traffic Stripe, 24 In, White	14.00	LF		
<b>GRAND TOTAL BID \$</b>					<b>\$</b>	

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**THE ABOVE QUANTITIES ARE ESTIMATES TO BE USED FOR THE BID PROCESS. ACTUALS MAY VARY AND WILL BE APPLIED TO THE UNIT AMOUNT SUBMITTED IN THE BID. AGAIN, THE CONTRACTOR IS EXPECTED TO LOOK AT THE ACTUAL JOB SITE SO AS TO NOTE ANY VARIATIONS FROM THE ESTIMATES SHOWN ABOVE.**

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**PROJECT BID "B"**  
**WHEATLEY ROAD**

Begin: U. S. 378

End: METASVILLE ROAD

Length: 2.16 Miles (11,375 LINEAR FEET)

Patching

Leveling

Resurfacing (Including all driveways two'  
length)

And Restriping

(60' RW / 20' Road Surface)

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**WHEATLEY ROAD DEEP PATCHING  
STATION NUMBERS  
440 LBS./SQUARE YARD**

PATCH #	BEGIN STA #	RT. LT. OR CENTER	LENGTH	WIDTH	SQ. YDS	TONS
1	32+50	RT. & CT.	30	10	33.33	7.33
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>GRAND TOTAL SQUARE YARDS &amp; TONS</b>					<b>33.33</b>	<b>7.33</b>

**IMPORTANT NOTES:**

The project Must be provided with the proper signage and traffic devices and materials, inclusive of **CONSTRUCTION AND LOW/SOFT SHOULDER** signs. All signs and post will become the property of Wilkes County upon conclusion of the projects.

**Contractor shall be responsible for placement of barrels along shoulders prior to paving and to be picked up and retained by contractor upon completion of shoulder building by the county.**

All Labor and Material shall comply with GDOT specifications. The project is an LMIG and TSPLOST project.

All prep work will be the responsibility of the Contractor. Caution shall be taken to cause minimal damage to road shoulders.

Wilkes County will be responsible for backfill on the shoulders upon completion of Contractors responsibilities.

Each Bidder will be responsible for visiting each project site and becoming familiar with all aspects of the project including road widths.

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PROJECT INFORMATION: PRIMARY PROJECT 2.16 Miles (11,375 LF) @ 20 LF WIDTH- WHEATLEY ROAD -BID "B"						
LINE NO	DOT NO	Description	Quantity	Unit	Unit Amount \$	UNIT TOTAL \$
0010	150-1000	Traffic Control	1	LS		
0020	402-1802	Recycle Patching, Incl Bitum Matl & H Lime	7.33	TN		
0030	402-1812	Asph Conc OGI, GP2 Only, Incl Bitum Matl & H Lime (Level and Seal) (90 #/sy)	1137.50	TN		
0040	402-3103	Recycled Asph Conc 9.5 mm Superpave, GP2 ONLY, incl Bitum Matl & H Lime" (135 #/sy)	1806.25	TN		
0050	413-1000	Bitum Tack Coat @ 0.04 GAL/SY	2022.22	GL		
0060	652-2501	Solid Traffic Stripe, 5 In, White (HIGH BUILD)	4.32	LM		
0070	652-2502	Solid Traffic Stripe, 5 In, Yellow (HIGH BUILD)	3.02	LM		
0080	652-3502	Skip Traffic Stripe, 5 In, Yellow (HIGH BUILD)	1.30	LM		
0090	653-1704	Thermoplastic Solid Traffic Stripe, 24 In, White	24	LF		
<b>GRAND TOTAL BID \$</b>					<b>\$</b>	

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**THE ABOVE QUANTITIES ARE ESTIMATES TO BE USED FOR THE BID PROCESS. ACTUALS MAY VARY AND WILL BE APPLIED TO THE UNIT AMOUNT SUBMITTED IN THE BID. AGAIN, THE CONTRACTOR IS EXPECTED TO LOOK AT THE ACTUAL JOB SITE SO AS TO NOTE ANY VARIATIONS FROM THE ESTIMATES SHOWN ABOVE.**

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**PROJECT BID “C”  
FAIN ROAD**

Begin: DELHI ROAD

End: DEAD END

Length: 0.38 Miles (2000 LINEAR FEET)

Resurfacing (Including all driveways two’  
length)

And THERMOPLASTIC STOP BAR  
(60’ RW / 14’ Road Surface)

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**IMPORTANT NOTES:**

The project Must be provided with the proper signage and traffic devices and materials, inclusive of **CONSTRUCTION AND LOW/SOFT SHOULDER** signs. All signs and post will become the property of Wilkes County upon conclusion of the projects.

**Contractor shall be responsible for placement of barrels along shoulders prior to paving and to be picked up and retained by contractor upon completion of shoulder building by the county.**

All Labor and Material shall comply with GDOT specifications. The project is an LMIG and TSPLOST project.

All prep work will be the responsibility of the Contractor. Caution shall be taken to cause minimal damage to road shoulders.

Wilkes County will be responsible for backfill on the shoulders upon completion of Contractors responsibilities.

Each Bidder will be responsible for visiting each project site and becoming familiar with all aspects of the project including road widths.

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PROJECT INFORMATION: PRIMARY PROJECT 0.38 Miles (2000 LF) @ 14 LF WIDTH- FAIN ROAD -BID "C"						
LINE NO	DOT NO	Description	Quantity	Unit	Unit Amount \$	UNIT TOTAL \$
0010	150-1000	Traffic Control	1	LS		
0020	402-3103	Recycled Asph Conc 9.5 mm Superpave, GP2 ONLY, incl Bitum Matl & H Lime" (135 #/sy)	230.00	TN		
0030	413-1000	Bitum Tack Coat @ 0.04 GAL/SY	124.44	GL		
0040	653-1704	Thermoplastic Solid Traffic Stripe, 24 In, White	8.00	LF		
<b>GRAND TOTAL BID \$</b>						<b>\$</b>

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**THE ABOVE QUANTITIES ARE ESTIMATES TO BE USED FOR THE BID PROCESS. ACTUALS MAY VARY AND WILL BE APPLIED TO THE UNIT AMOUNT SUBMITTED IN THE BID. AGAIN, THE CONTRACTOR IS EXPECTED TO LOOK AT THE ACTUAL JOB SITE SO AS TO NOTE ANY VARIATIONS FROM THE ESTIMATES SHOWN ABOVE.**

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**DEADLINE FOR BIDS TO BE RECEIVED: September 14, 2023 BY 9:45 AM (Room 222)**

**LOCATION: Wilkes County Board of Commissioners, 23 Court Street, Room 222, Winton, GA 30673**

**DATE OF BID OPENING: Thursday, September 14, 2023 AT 10:00 AM IN THE COURTHOUSE IN ROOM 219**

SEALED PROPOSALS ONLY WILL BE ACCEPTED. THE PROJECT NAME: **WILKES COUNTY LMIG 2024** MUST BE SHOWN ON THE FACE OF THE SEALED ENVELOPE. BIDDER'S NAME SHALL BE PLACED ON THE OUTSIDE OF THE ENVELOPE.

**THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, DELETE ROAD SECTIONS AND/OR INDIVIDUAL ITEMS, RE-ADVERTISE AND TO WAIVE MINOR INFORMALITIES.**

***NOTE: PERFORMANCE BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF TOTAL BID AND A PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE TOTAL BID ALONG WITH A PROPOSAL GUARANTY IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID WILL BE REQUIRED FOR THIS PROJECT.***

Proposal Guaranty, Proof of Liability and Workers' Compensation Insurance, Contractor and Sub-Contractor Affidavits and Agreements in accordance with O.C.G.A. 13-10-91 regarding Federal Work Program EEV, copy of Business License (if applicable), Affidavit of Successful Bidder, and Non-Collusion Affidavit MUST all be completed and returned as part of the Proposal Contract documentation for Bid Opening. Failure to comply will be grounds for dismissal of bid.

**\*\*\*NOTE---\*\*\*PLEASE print the entire contract, fill out all applicable forms and tables as required, sign and return the ENTIRE contract stapled together, placed inside a sealed envelope with the project name and contractor name legibly written on the outside of the front of the envelope. DO NOT SEND back loose pages of portions of the contract.**

**PROPOSAL GUARANTY:** FIVE (5) PERCENT OF THE TOTAL BID. The Bid Bond is a firm commitment consisting of a bond, certified check, or negotiable instrument submitted with the bid as assurance that the bidder, upon acceptance of his/her bid, execute such contractual documents as may be required within a specified period of time. I also hereby agree that Wilkes County would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my proposal should be accepted and a contract tendered me there-under and I should refuse to execute same and furnish bond as herein required, in consideration of which damage, and in order to prevent same, which is, necessarily, incommensurable and irreparable. I hereby agree that, in the event of such failure on my part to execute said contract and furnish said bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the County as liquidated damages as the result of such failure on my part.

I further propose to execute this contract agreement as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a performance bond, approved by Wilkes County, as required by the laws of the State of Georgia. These bonds shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

**LIABILITY INSURANCE, IN AMOUNTS SET FORTH SUBSEQUENTLY IN THIS CONTRACT, IS REQUIRED.**

**NO PROPOSAL SHALL BE WITHDRAWN FOR A PERIOD OF 30 DAYS FROM DATE OF BID OPENING. PAY ITEM PRICES SHALL REMAIN THE SAME UNTIL THE SATISFACTORY COMPLETION OF THE PROJECT.**

**COMPLETION DATE: 6 months from the Award of the project.**

*NOTE: All work on this project shall be in accordance with Plans, Special Provisions, and the 2021 edition of the Georgia Department of Transportation Georgia Standard Specifications, applicable Supplemental Specifications, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).*

### **VERY IMPORTANT NOTE:**

**Traffic Paint will have to be High Build Paint** to meet current 2021 GDOT specifications. See Standard Specification 652 beginning of page 1204 of link below.

<http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/2021StandardSpecifications.pdf>

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY**

\_\_\_\_\_  
To:  
Wilkes County Board of Commissioners  
Attn: Karen Burton, County Clerk  
23 Court Street, Room 222  
Washington, Georgia 30673  
\_\_\_\_\_

I HAVE RECEIVED CONTRACT DOCUMENTS FOR WORK DESCRIBED HERE-IN. AND I UNDERSTAND THAT THE QUANTITIES ARE APPROXIMATE ONLY AND ARE SUBJECT TO EITHER INCREASE OR DECREASE AND HEREBY PROPOSE TO PERFORM ANY INCREASED OR DECREASED QUANTITIES OF WORK OR EXTRA WORK ON THE BASIS PROVIDED FOR IN THE CURRENT EDITION OF THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND ANY APPLICABLE SUPPLEMENTAL SPECIFICATIONS.

THIS PROPOSAL, WHEN EXECUTED BY THE BIDDER AND ACCEPTED BY THE COUNTY COMMISSION CHAIRMAN SHALL BECOME THE CONTRACT BETWEEN THE PARTIES TO PERFORM THE WORK SPECIFIED, FOR THE AMOUNTS STATED, TAKING INTO CONSIDERATION ANY INCREASE OR DECREASE IN SPECIFIED QUANTITIES.

I PROPOSE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING ITEMS OF WORK FOR THE UNIT PRICES INDICATED.

BID SUBMITTED BY: \_\_\_\_\_  
(Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the \_\_\_\_\_ Day of \_\_\_\_\_.

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Official Signing Contract

WITNESS FOR THE CONTRACTOR \_\_\_\_\_

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY**

CONTRACT EXECUTED ON BEHALF OF

WILKES COUNTY:

This the \_\_\_\_\_th Day of \_\_\_\_\_.

BY: SAM J MOORE, CHAIRMAN – WILKES COUNTY BOARD OF COMMISSIONERS

WITNESS FOR THE COUNTY \_\_\_\_\_

CONTRACT ACCEPTED BY THE COUNTY ON \_\_\_\_\_

ATTEST: \_\_\_\_\_ County Clerk

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY  
SPECIAL PROVISIONS**

**PROPOSAL GUARANTY:** No proposal will be considered unless accompanied by a Proposal Guaranty (Bid Bond) in the amount of five (5%) percent of the total bid. Each bid submitted must be accompanied by a separate Proposal Guaranty.

**DELIVERY OF PROPOSALS:** Each proposal together with the Proposal Guaranty shall be in a sealed envelope so marked as to identify its contents without being opened. Proof of Liability Insurance. Contractor and Sub-Contractor Affidavits and Agreements in accordance with O.C.G.A. 13-10-91 regarding Federal Work Program EEV, copy of Business License, Drug-Free Workplace Affidavit, Affidavit of Successful Bidder, and Non-Collusion Affidavit MUST all be completed and returned as part of the Proposal Contract documentation for Bid Opening. **If any of the aforementioned documents are missing or incomplete the bid document will be dismissed. Please print the ENTIRE contract, filling out what is necessary and returning it in full as your proposal with no pages missing.** Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of bids will be returned unopened to the Bidder.

**AWARD OF CONTRACT: THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, DELETE INDIVIDUAL ITEMS, RE-ADVERTISE AND TO WAIVE MINOR INFORMALITIES.**

The Contract will be awarded, if not rejected, at the next official meeting after date of opening of Proposals.

**CANCELLATION OF AWARD:** The County reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the County.

**RETURN OF PROPOSAL GUARANTY:** All Proposal Guaranties except that of the successful Bidder will be returned immediately following the Award of the Contract. The Guaranty of the successful Bidder to whom the Award is made will be retained until the Contract Performance and Payment Bonds have been signed and approved.

**REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS:** At the time of the execution of the Contract, and as a part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in a sum equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent licensed to do business in the State of Georgia, it shall be countersigned by a Georgia resident agent in accordance with the laws of Georgia.

PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY

SPECIAL PROVISIONS

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE AS PRESCRIBED BY PROJECT SPECIAL PROVISIONS AS WELL AS WORKER'S COMPENSATION AS REQUIRED BY STATE STATUTES.

**Wilkes County will finance the project as follows:** Payment will be made to the Contractor each calendar month based on the estimated amount of work complete in place as prescribed by the 2021 edition (or later) of the Georgia Department of Transportation Standard Specifications. The Contractor will present Invoices for the amount of work completed in place to the County for payment. Contractor is responsible for invoicing costs separately by Road Project as specified in this contract. There will be A Primary Part of this project and an Option Part that may be executed in this contract.

**NOTICE TO PROCEED:** The work may begin within ten (10) days after notification to begin work by the County (provide the DOT date that paving is allowed has begun) and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. If there are unreasonable delays or unauthorized suspensions of the work, the County reserves the right to charge the Contractor, not as a penalty, but as liquidated damages, as prescribed in this contract.

**PROJECT COMPLETION DATE SIX MONTHS FROM AWARD OF THE PROJECT.**



PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024

STATE OF GEORGIA  
WILKES COUNTY SPECIAL  
PROVISIONS

**PRE-CONSTRUCTION CONFERENCE:**

A Pre-Construction Conference may be held on this project before any work is started by the contractor. The Pre-Construction Conference may include the Wilkes County Public Works Director, the County Clerk, and the Contractor.

**RETAINAGE:**

**Retainage will be withheld at the rate of five (5%) percent of the monetary value of the work completed, invoiced, and approved by the Engineer.**

Final payment of the retainage amounts withheld will not be made until the project has been satisfactorily completed and final acceptance by the County Public Works Director.

**SUB-CONTRACTORS:**

Should the Contractor choose to use Sub-Contractors on this project, all such Sub-Contractors must abide by the same requirement, rules, regulations, laws, and ordinance as required of the Contractor.

**PROJECT COORDINATION:**

The Contractor shall coordinate all work with the Wilkes County Road Department (Public Works Director). **No work shall be done without prior notification.**

**UTILITY COORDINATION**

It shall be the responsibility of the contractor to coordinate the location of Underground Utilities before any excavation, post driving or other activities are undertaken that might damage existing underground utilities. No separate payment will be made for this work. The cost shall be included in the contractor's overall bid for the project.

**TRAFFIC CONTROL DEVICES**

**The contractor shall securely cover any existing sign(s) that might conflict with or are being replaced with new signs or other traffic control devices. This cost shall be included in the 150-1000 Traffic Control Item included in this contract.**

**TESTING**

**The contractor will be responsible for testing and furnishing certified test reports, including compaction, to the county. The sampling and testing shall be in accordance with Section 400 – Hot Mix Asphaltic Concrete Construction Standard Specifications revised January 21, 2021 and the current edition of the Georgia Dept. of Sampling, Testing and Construction Manual. No separate payment will be made for this work but will be included in the bid price for related items.**

PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

**LMIG 2024  
STATE OF GEORGIA WILKES  
COUNTY  
SPECIAL PROVISION**

**FAILURE OR DELAY IN COMPLETING WORK ON TIME:**

Time is an essential element of the Contract, and any delay in the prosecution of the Work should be avoided if at all possible. Therefore, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges may be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

**SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN IN CONTRACT TIME**

<i>Original Contract Amount</i>	<i>Daily Charge</i>
\$0.00 - \$49,999.00	\$250.00
\$ 50,000.00 - \$99,999.00	\$350.00
\$100,000.00 - \$499,999.00	\$450.00
\$500,000.00 - \$999,999.00	\$550.00
\$1,000,000.00 – and above	\$650.00

**LIQUIDATED DAMAGES:**

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

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

The full amount of the liquidated damages will be deducted from the final payment to the Contractor and/or his Surety.

**PROJECT COMPLETION DATE 6 months from the award of the Project**

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PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY

SPECIAL PROVISION

LIABILITY INSURANCE

The limits of liability for the insurance required by the General Conditions shall not be less than the following amounts:

- A. Workers Compensation
  - (1) State Statutory
  - (2) Applicable Federal (e.g., Longshoreman's): Statutory
  - (3) Employer's Liability \$1 Million
- B. Comprehensive General Liability (including Contractual Liability, Premises – Operations; Independent contractor's Protective; Products Liability – Completed Operations; Broad Form Property Damage:
  - 1. General Aggregate (Except Products – Completed Operations) \$2 Million
  - 2. Products – Completed Operations Aggregate \$1 Million
  - 3. Personal and Advertising Injury (per Person/Organization) \$1 Million
  - 4. Each Occurrence (Bodily Injury) \$50,000.00
  - 5. Each Occurrence (Property Damage) \$50,000.00
  - 6. Excess or Umbrella Liability \$2 Million
    - a. General Aggregate \$2 Million
    - b. Each Occurrence \$2 Million

**\*\*\* NOTICE TO BIDDER: *Certificates of Insurance shall be submitted with the Contractor's Bid.* \*\*\***

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY**

**SECTION-107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

*Delete Sub-Section 107.15 and substitute the following:*

**107.15 RESPONSIBILITY FOR DAMAGE CLAIMS;** The Contractor shall indemnify and save harmless the County, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding The WORK; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act." or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY

SECTION 149 – CONSTRUCTION LAYOUT

**DESCRIPTION:** For this project, the Contractor shall perform construction layout necessary for proper guidance and control in the performance of all items of work in accordance with plans and specifications. The work shall include all activities necessary for the placing, replacing if necessary, and maintaining of all construction layout points. The Work shall include the preparation of all construction layout drawings, sketches and computations as required to complete the construction layout.

**MEASUREMENT:** This item will not be measured for payment.

**PAYMENT:** This work will not be paid for separately. The costs for performing Layout Work as required by the plans, specifications and the engineer shall be included in the bid for the items of work to which the layout is incidental.

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKESCOUNTY  
SPECIAL PROVISION**

**SECTION 150 – Traffic Control during Construction:**

The Contractor shall furnish, install, maintain, and remove necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall provide flagging and other means for guidance and protection of traffic through the work zone. This work shall include both maintaining existing devices and installing additional necessary devices to protect traffic from existing as well as created hazards. When any provisions of this Specification or the Plans do not meet the minimum requirements of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, the MUTCD will supersede.

All traffic control devices used during the construction of a project shall meet the Standards outlined in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. Reference is made to Sub-Sections 104.05, 107.07, and 107.09.

Retro-reflectivity of all traffic control devices shall meet the requirements of Section 913, Type I, Level B, unless otherwise specified.

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with Project requirements.

Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained in accordance with Sub-Section 104.05 throughout the construction period. All unacceptable traffic control devices shall be replaced within 24 hours.

**The cost of traffic control will be paid for separately in the 150-1000 Traffic Control bid item. Cost of temporary striping shall be included in the Traffic Control pay item.**

Temporary (portable) warning signs will be allowed overnight during construction but must meet the newest retro-reflectivity requirements as outlined in the MUTCD.

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA WILKESCOUNTY**

**SPECIAL PROVISION**

**SECTION 161 – CONTROL OF EROSION AND SEDIMENTATION**

*MODIFICATION OF THE CURRENT EDITION OF THE GEORGIA DEPARTMENT OF  
TRANSPORTATION STANDARD SPECIFICATION*

**RETAIN AS WRITTEN AND ADD THE FOLLOWING:**

ALL EROSION CONTROL ITEMS NOT COVERED ELSEWHERE IN THIS CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MEET THE REQUIREMENTS OF CHAPTER 7 OF TITLE 12 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. THE EROSION AND SEDIMENT ACT OF 1975, AS AMENDED.

PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024  
STATE OF GEORGIA  
WILKES COUNTY

## SPECIFICATIONS

### *NOTICE TO BIDDERS*

The latest edition of the Georgia Department of Transportation Specifications 2021, applicable supplemental specifications, and the GDOT special provision covering Section 400 – Hot Mix Asphaltic Concrete Construction Off-System and Section 413 – Bituminous Tack Coat are made a part of this contract by reference. The Contractor shall be governed accordingly.



PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"

LMIG 2024  
STATE OF GEORGIA  
WILKESCOUNTY

GENERAL NOTES AND REQUIREMENTS

**Note 1 – Cooperation with Utilities:** The Contractor shall be responsible for notifying all utility companies, all pipeline owners, or others affected by award of the Contract, and is further responsible for resolving all utility conflicts that might arise within or adjacent to the limits of construction.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them.

**Note 2: Cooperation between Contractors –** The County reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract.

When separate Contracts are let within the limits of any one Project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

**TRAFFIC CONTROL DURING CONSTRUCTION:**

The contractor shall make every effort, at all times, to maintain Local Traffic through the Construction, since no Detours are provided. Access to Residencies and Mailboxes shall be maintained by the Contractor at all times. Failure to do so could result in the suspension of the work. Temporary and/or permanent road striping shall be the responsibility of the Contractor on resurfaced areas. **Where leveling/overlay obliterates the centerline, the Contractor shall install temporary striping for centerlines through the section obliterated before day's end. The Contractor shall after 30 calendar days and not more than 45 calendar days install permanent paint striping in areas that have been resurfaced. Contractor shall re-stripe road paying close attention to re-installing passing zones that meet current MUTCD guidelines. Cost of temporary striping shall be included in the line item 150-10 00 for Traffic Control.**

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKESCOUNTY**

**PROJECT SCHEDULE**

Leveling and overlay shall commence as soon as Wilkes County has received the proper Payment and Performance Bonds and as weather permits based on Georgia Department of Transportation Standards & Specifications.

**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 **WILKES COUNTY, a public employer**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], 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 **WILKES 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 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **WILKES 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 (Contract Name)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
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 \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

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**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKES 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 **WILKES COUNTY**, a public employer, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent (Contract Name)      Date: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**PROJECT: WEST ROAD BID "A", WHEATLEY ROAD "B", AND FAIN ROAD "C"**

**LMIG 2024  
STATE OF GEORGIA  
WILKESCOUNTY  
DRUG-FREE WORKPLACE**

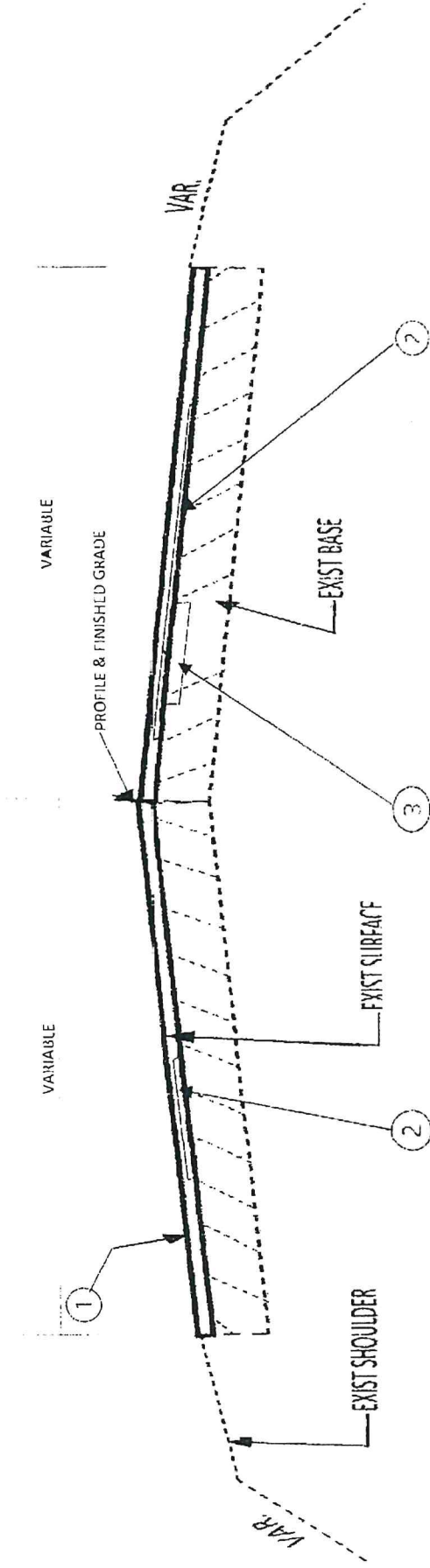
I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and.
2. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and.
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the Subcontracting agreement with \_\_\_\_\_ a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and.
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatur

**WILKES COUNTY TYPICAL SECTION  
19 MM DEEP PATCHING, OGI LEVELING, 9.5 MM ASPHALT RESURFACING**

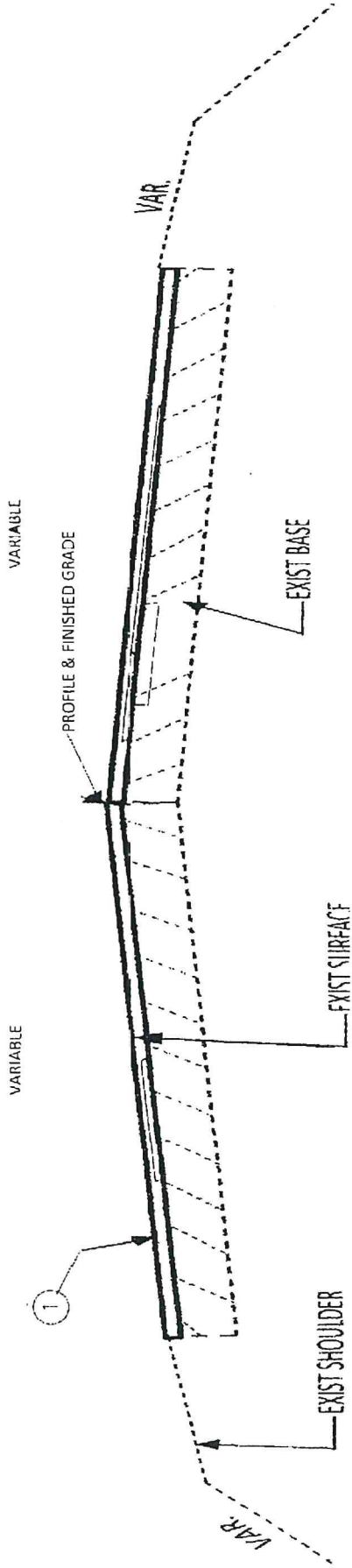


- REQUIRED # 1     135 LBS/SY   RECYC ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY,  
INCL BITUM MAT'L & H LIME
- REQUIRED # 2     90 LBS/SY   ASPH CONC LEVELING, OPEN GRADED RELIEF INTERLAYER GP 2  
ONLY, INCL. BITUM MAT'L & H LIME
- REQUIRED # 3     440 LBS/SY   19 MM ASPH CONC PATCHING, INCL BITUM MAT'L & H LIME  
(SEE ATTACHED PATCHING STATION LOCATION SHEETS)

THIS TYPICAL SECTION APPLIES TO:    PRIORITY (A) WEST ROAD  
PRIORITY (B) WHEATLEY ROAD



# WILKES COUNTY TYPICAL SECTION 9.5 MM GROUP 2 ONLY ASPHALT RESURFACING



REQUIRED # 1      135 LBS/SY    RECYC ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY,  
INCL BITUM MAT'L & H LIME

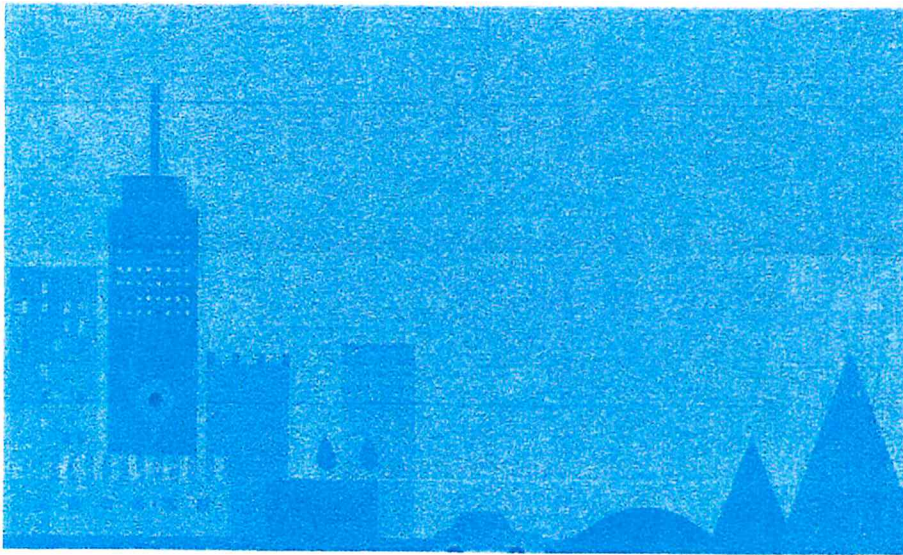
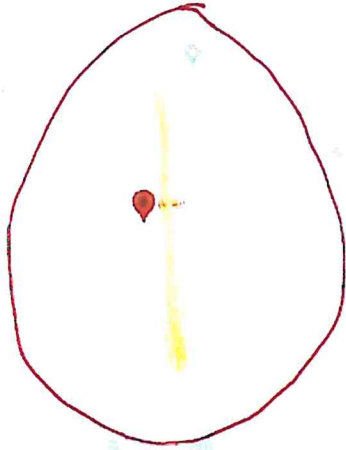
THIS TYPICAL SECTION APPLIES TO: PRIORITY © FAIN ROAD

**NO SCALE**

**30**

West Road  
W Rd

Priority "A"



W Rd



Directions



Save



Nearby



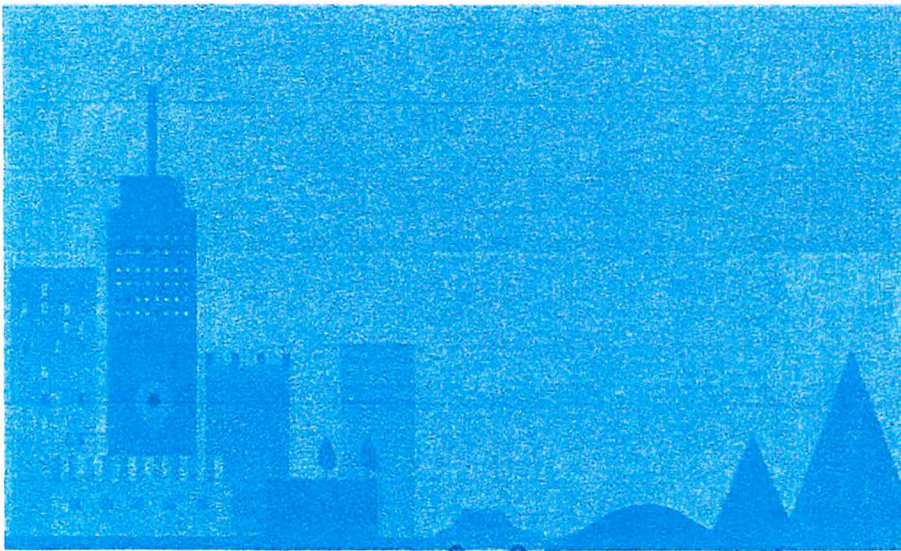
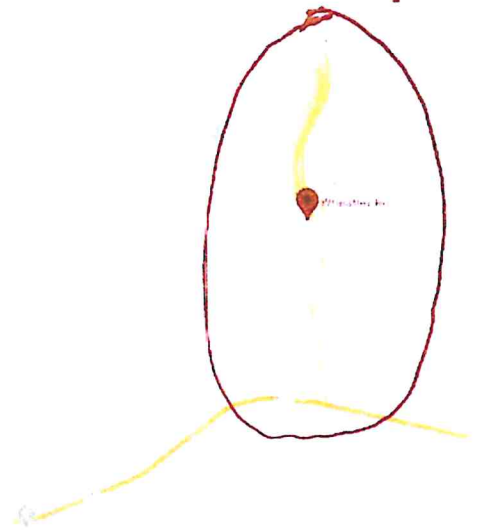
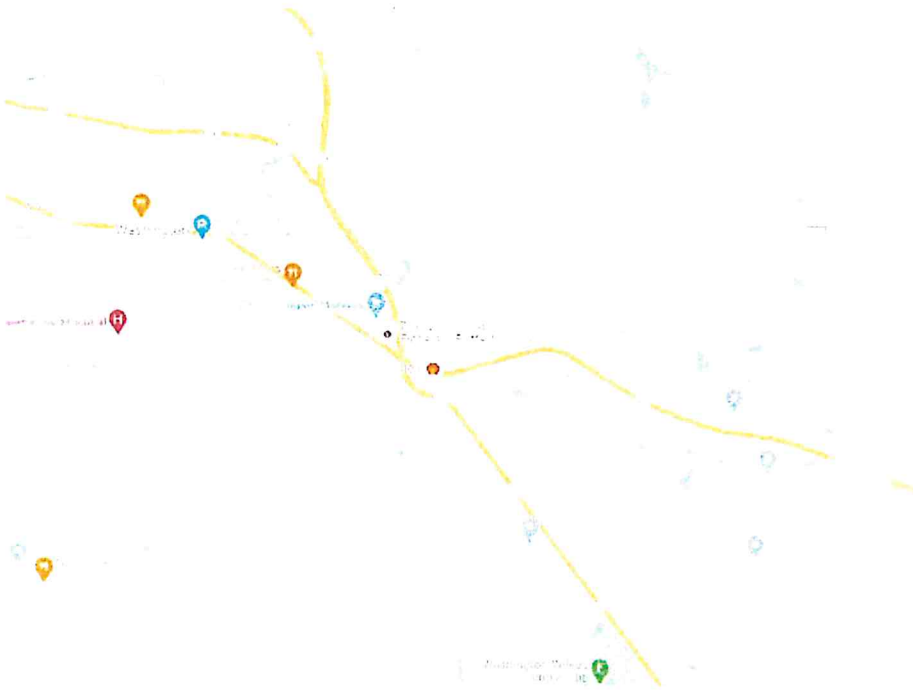
Send to  
phone



Share

31

Priority "B"



Wheatley Rd



Directions



Save



Nearby



Send to phone

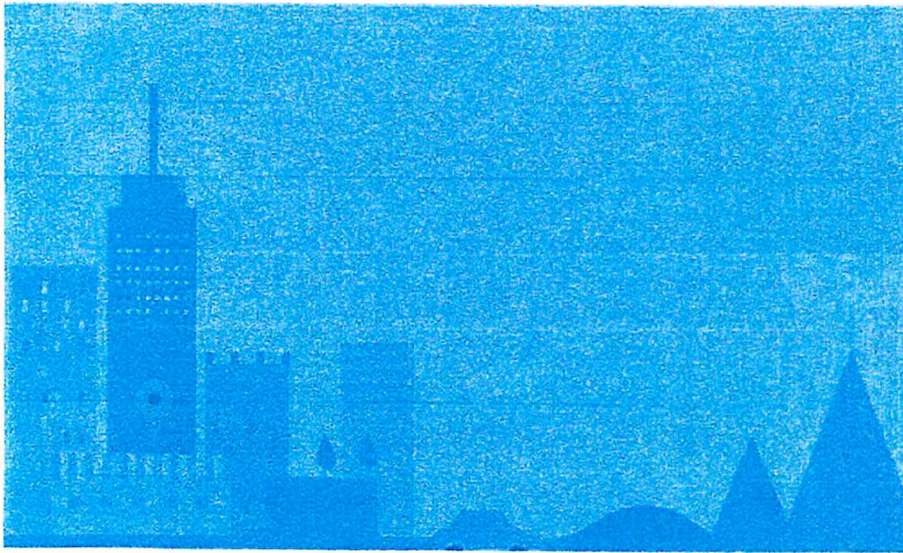


Share

32



Priority "C"



Fain Rd



Directions

Save

Nearby

Send to phone

Share

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