

*City of Locust Grove*  
P. O. Box 900  
3644 Hwy 42  
Locust Grove, Georgia 30248  
(770) 957-5043  
Tim Young, City Manager

**BID PACKAGE  
FOR  
STANLEY K. TANGER BOULEVARD  
2015 LMIG**

**Bid Date: Friday, September 11, 2015 at 1:00p.m.**

Bidder

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

DO NOT UNSTAPLE THIS BOOKLET

# *City of Locust Grove*

P. O. Box 900; 3644 Hwy 42  
Locust Grove, Georgia 30248  
(770) 957-5043  
Tim Young, City Manager



## **BID PACKAGE FOR STANLEY K. TANGER BOULEVARD 2015 LMIG**

ALL REQUIRED INFORMATION SHALL BE ENTERED BY HAND OR STAMP.  
FAILURE TO RETURN ALL DOCUMENTS CONTAINED IN AND REQUIRED BY THIS BID  
PACKAGE SHALL RESULT IN DISQUALIFICATION OF THE BID.

**Instructions to Bidders**

1. All bids must be submitted on the form provided by **City of Locust Grove**.
2. All bids must be submitted no later than 1:00 pm on the bid date. All bids will be received by the City Manager/City Clerk. If bids are mailed or otherwise shipped, they must be received before the bid closing. No facsimile or e-mail bids will be accepted. **City of Locust Grove** will not accept any bids received after the bid closing time.
3. All bids must be executed by an officer of the company legally authorized to execute documents and to bind the company financially. The corporate seal, if appropriate, must be affixed to the bid.
4. Submit two copies of the bid package in a sealed envelope with the project name, bid date and company name clearly marked on the outside of the envelope. All bids must be marked to the attention of the County Manager.
5. ~~Project plans may be obtained at 3644 Hwy 42, Locust Grove, Georgia between the hours of 9:00 am and 4:00 pm Monday through Friday at a cost of \$35 per set.~~
6. No telephone inquiries will be addressed regarding this bid. No verbal response will be made to any requests for information. Any procedural questions must be submitted in writing to:

Andrew Johnson, PE  
Construction Materials Services, Inc.  
105 Park 42 Drive, Suite A  
Locust Grove, GA 30248-2545  
Phone: 770-914-1744  
Email: [andrewjohnson@cmsnatl.com](mailto:andrewjohnson@cmsnatl.com)

7. Any questions regarding the project scope, plans, and/or specifications must be submitted in writing no later than seven (7) days prior to the bid date. A written response, if required, will be provided to all known bidders in the form of written addenda. All addenda so issued shall become a part of the contract documents. Submit all technical questions to:

Andrew Johnson, PE  
Construction Materials Services, Inc.  
105 Park 42 Drive, Suite A  
Locust Grove, GA 30248-2545

8. The Bidder, before making his bid, shall examine the drawings, specifications, and the project site(s) and shall make such examinations on the ground as may be necessary to thoroughly familiarize himself with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain information on local conditions or general laws or regulations pertaining thereto. At the time of opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, contract documents (including all addenda), and the construction specifications. The failure or

omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of his bid.

9. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
10. The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. Any decisions of **City of Locust Grove** regarding the bid and selection process are final.
11. Prior to execution of the contract documents, a certificate of insurance will be required to be provided to the Owner. Coverage must be maintained for the duration of the project. Each policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **City of Locust Grove**. Contractor shall include all subcontractors as insured 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 herein. Contractor shall maintain limits no less than the following:

**General Liability** - \$2,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

**Automobile Liability** - \$2,000,000 Automobile Liability combined single limit per accident, for bodily injury, and property damage, when applicable.

**Worker's Compensation and Employer's Liability** - \$1,000,000 Employers' Liability limit per accident and Worker's Compensation as per statutory requirements.

## Project Specifications

**Project Scope:** The project consists of 1.3 MILES OF PATCHING, VARIABLE DEPTH MILLING AND OVERLAY WITH HOT MIX ASPHALT INCLUDING PAVEMENT STRIPING AND MARKINGS. (The project scope is shown on the plans/cross-sections/maps as prepared by Construction Materials Services, Inc.)

**Contract Time:** The contractor shall complete the project work within sixty (60) calendar days from Notice to Proceed.

**Engineer:** The project will be overseen by City of Locust Grove and/or Construction Materials Services, Inc. (CMS). City of Locust Grove will retain the services of a Professional Engineer for project management, testing and inspection. Any reference hereinafter to Engineer shall be deemed to mean City of Locust Grove or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

**Base Bid:** The contractor shall submit pricing in accordance with the attached Bid Schedule to complete the work in accordance with the approved Plans and Specifications. Bid shall indicate pricing for base bid and any alternates.

**Bid Award:** The Board of Commissioners and Chairman will review the bids and select the lowest and best bid. City of Locust Grove reserves the right to reject any and all bids. The bid submitted must remain valid for a period of 60 days from bid date.

**Preconstruction Conference:** A Preconstruction Conference will be held with the selected contractor prior to issuing a Notice to Proceed. The Preconstruction Conference will allow for discussion of schedule, traffic control, inspection and notification requirements, utility issues, etc. that may be applicable. The selected contractor must submit a proposed project schedule that outlines the sequence and scheduling of project activities, including a traffic control plan, a striping plan, and any proposed subcontractors to be utilized on this project. The date and time of the Preconstruction Conference will be determined by City of Locust Grove after bid award. All workmanship and materials must comply with applicable GDOT Specifications (latest edition) and GDOT Construction Standards and/or Details.

**Maintenance During Construction:** The contractor is responsible for maintenance of the project area from the beginning of construction operations until final acceptance in accordance with Section 104.05, 105.14, and 107.13.

conflicts are found. The contractor shall notify any affected utility owners in accordance with Section 107.21 prior to beginning construction.

**Construction Layout:** Construction layout will be provided by the Owner. Contact Project Engineer minimum 48 hours in advance to schedule any required staking and/or control.

**Inspection of the Work:** The contractor must provide access to the work for inspection by representatives of **City of Locust Grove** as per Section 105.11. **City of Locust Grove** has contracted with Construction Materials Services, Inc. (CMS) to perform certain inspection and testing services. The contractor must contact Project Engineer, Andrew Johnson of CMS, or his representative, at least 48 hours prior to beginning construction.

**Traffic Control:** The safety of the traveling public is paramount and must be provided for in accordance with Subsections 107.07, 107.09, and Section 150. The contractor must prepare and submit a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 Edition, Rev. 2 (MUTCD).

**Subcontractors:** The contractor shall submit a list of any proposed subcontractors at the Preconstruction Conference for approval. The list shall indicate Name, Address, Contact Person for the company, and the area(s) of work that they are planned to accomplish.

**Erosion Control:** All erosion control items must be from a GDOT approved source. The contractor must notify the Local Government of the 24-hour contact person, including telephone number and the project "Competent Person" in accordance with NPDES requirements, as applicable.

**Payment:** Contractor to submit pay request to **City of Locust Grove**. **City of Locust Grove** agrees to review and process pay requests within 30 days from receipt. A total of 10% of progress payments (if applicable) will be retained until final acceptance by **City of Locust Grove** has occurred.

**Materials:** All materials used in this subject Work shall be preapproved by the Engineer prior to construction. All materials must comply with the Georgia Department of Transportation's Qualified Products List, as applicable.

## **Contract Documents:**

### Included in Bid Package:

- Bid Package (Including: Instructions to Bidders and Project Specifications)
- Bid Schedule
- Agreement/Contract
- Georgia Security and Immigration Compliance Act Contractor Affidavit
- SAVE Affidavit
- Performance Bond
- Payment Bond

### Included by Reference: (\*Use latest revision of the following GDOT Specifications.)

- Sec. 108 – Prosecution and Progress
- Sec. 150 – Traffic Control
- Sec. 152 – Field Laboratory Building
- Sec. 301 – Cement Treated Base
- Sec. 400 – Hot Mix Asphaltic Concrete Construction (Off System)
- Sec. 402 – Hot Mix Recycled Asphaltic Concrete (Off System)
- Sec. 413 – Bituminous Tack Coat
- Sec. 424 – Bituminous Surface Treatment
- Sec. 636 – Highway Signs
- Sec. 652 – Painting Traffic Stripe
- Sec. 653 – Thermoplastic Traffic Stripes
- Sec. 802 – Aggregate for Asphaltic Concrete
- Sec. 819 – Fiber Stabilizing Additives
- Sec. 820 – Asphaltic Cement
- Sec. 824 – Cationic Asphalt Emulsion
- Sec. 883 – Mineral Filler

## BID SCHEDULE

MADE TO: City of Locust Grove  
P. O. Box 900  
3644 Highway 42  
Locust Grove, Georgia 30248  
Tim Young, County Manager

PROJECT NAME: **STANLEY K. TANGER BOULEVARD (2015 LMIG)**

The undersigned, as Bidder, hereby declares that the only person or persons, company, or parties interested in this bid is or are names herein; and that this bid is made without connection with any other person, company, or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications, and contract documents relative thereto and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment, and incidentals necessary to complete the work in full and in accordance with the shown, noted, described, and reasonably intended requirements of the contract documents. The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets, or any and all other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation, these dealing with the disposition of the bid security. The bidder agrees that, at the time of signing the contract, he will furnish the **performance bond** and **payment bond** in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all of the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications, and bid schedule.

CITY OF LOCUST GROVE  
SCHEDULE OF ITEMS

CONTRACT ID:  
PROJECTS(S): **STANLEY K. TANGER BOULEVARD (2015 LMIG)**

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 ROADWAY						
0005	150-1000 TRAFFIC CONTROL	LS				
0010	402-3100 RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 2, INCL BITUM MATL & H LIME (Leveling)	TN 100				
0015	402-3130 RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN 2,300				
0020	402-3190 RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME ("patching") (includes haul off)	TN 1,900				
0025	413-1000 BITUM TACK COAT	GL 1,500				

0030	432-5010 MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	5,050		
0035	611-000 ADJUST MANHOLES	EA	10		
0040	653-0000 THERMOPLASTIC PVMT MARKING ARROW, 3-WAY COMBO (LEFT, STRAIGHT, RIGHT)	EA	2		
0045	653-0120 THERMOPLASTIC PVMT MARKING ARROW, TP 2	EA	23		
0050	653-0210 THERMOPLASTIC PVMT MARKING, WORD, TP 1 "ONLY"	EA	2		
0055	653-1501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	10,000		
0060	653-1502 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	12,000		

0065	653-1704 THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	1,300	
0070	653-1804 THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	LF	250	
0075	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	2,200	
0080	653-3502 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	1,700	
0085	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	SY	575	
0090	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	SY	350	

0095	654-1001 RAISED PAVEMENT MARKERS TP 1	EA	325		
0100	654-1002 RAISED PAVEMENT MARKERS TP 2	EA	40		
0105	654-1003 RAISED PAVEMENT MARKERS TP 3	EA	100		
0110	000-0000 REPAIR / REPLACE LOOP DETECTORS	EA	2		
SECTION 0001 TOTAL					
TOTAL BID				ENTER BID TOTAL ON NEXT PAGE	

**TOTAL PRICE, LABOR AND MATERIALS \$ \_\_\_\_\_ (BASE BID)**

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after notice to proceed and to complete the project within 60 calendar days. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current addition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**CORPORATE SEAL**

\_\_\_\_\_  
City/State/Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

## AGREEMENT / CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, by and between City of Locust Grove, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

### WITNESSETH

That the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **5.01. WORK**

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as **2015 LMIG PROJECTS**. The project consists of **1.3 MILES OF PATCHING, VARIABLE DEPTH MILLING AND OVERLAY WITH HOT MIX ASPHALT INCLUDING PAVEMENT STRIPING AND MARKINGS**. (The project scope is shown on the plans/cross-sections/maps as prepared by Construction Materials Services, Inc.)

The Owner shall not be liable to the Contractor for any neglect, default, delay, or interference of or by any other contractor, nor shall any such neglect, default, delay, or interference of any other contract or alteration which may be required in the Work, release the Contractor from the obligation to finish the work within the time allowed.

#### **5.02. ENGINEER**

The project will be overseen by City of Locust Grove and/or CONSTRUCTION MATERIALS SERVICES, INC. (CMS). City of Locust Grove will retain the services of a Professional Engineer for project management, testing, and inspection. Any reference hereinafter to Engineer shall be deemed to mean City of Locust Grove or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

#### **5.03. CONTRACT TIME**

The Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

#### **5.04. CONTRACT PRICE**

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the base bid for the sum of

\_\_\_\_\_ and /  
or as shown in the bid schedule.

#### **5.05. PAYMENTS**

It is hereby mutually agreed that the Owner is to pay, and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus, and other means of construction, maintenance, and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

#### **5.06. PROGRESS AND FINAL PAYMENTS**

Owner shall make progress payments on account of the contract price on the basis of Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be on the basis of the progress of the work, less 10% retainage.

#### **5.07. CONTRACT DOCUMENTS**

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Bid Package (Including: Instructions to Bidders and Project Specifications)
- B. Bid Schedule
- C. Agreement / Contract
- D. Georgia Security & Immigration Compliance Act Contractor Affidavit
- E. SAVE Affidavit
- F. Performance Bond
- G. Payment Bond

## **5.08. MISCELLANEOUS**

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.
- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- C. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended, or repealed only by a duly executed written instrument, in the form of a change order.

## **5.09. RECORD DRAWINGS**

If applicable, the Contractor shall submit an accurate set of up to date "RECORD" as-built drawings to the Engineer if the work is revised from the original plans and approved by the Engineer. The contractor shall mark all the changes on the contract drawings showing revisions with all measurements and calculations that apply.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first above written. The Board of Commissioners authorized the Chairman to execute this agreement/contract the same being recorded in Minutes of the Meeting of the Board of Commissioners dated \_\_\_\_\_.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original.

_____	_____ <b>City of Locust Grove</b> _____
<b>CONTRACTOR</b>	<b>OWNER</b>
_____	_____
Signature	
_____	_____
Typed Name	
_____	_____
Title	
_____	_____
Date	<b>Date</b>
Attest:	Attest:
By _____	_____
Secretary	Clerk

(SEAL)

**SAVE AFFIDAVIT  
CONTRACT WITH A LOCAL GOVERNMENT**

**STATE OF GEORGIA  
COUNTY OF TELFAIR**

By executing this affidavit under oath, as an applicant for City of Locust Grove, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with City of Locust Grove:

\_\_\_\_\_  
*(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)*

As a representative of: \_\_\_\_\_  
*(Name of the business, corporation, partnership, or other private entity)*

- (1) \_\_\_\_\_ I am 18 years of age or older.
- (2) \_\_\_\_\_ I am a United States citizen.
- (3) \_\_\_\_\_ I am a legal permanent resident. My Alien Registration Number is \_\_\_\_\_.
- (4) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signature of Applicant: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

My commission expires:

**\*Note:** O.C.G.A. § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their Alien Registration Number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their Alien Registration Number. Qualified aliens that do not have an Alien Registration Number may supply another identifying number: \_\_\_\_\_.

**GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**

**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 **City of Locust Grove** 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. § 13-10-9 1 (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

**STANLEY K. BOULEVARD (2015 LMIG)**

Name of Project

**City of Locust Grove, Georgia**

Name of Public Employer

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

Executed on \_\_\_\_\_ (month) \_\_\_\_\_ (date), 2015, in \_\_\_\_\_ (city), Georgia.

\_\_\_\_\_  
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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principals, hereinafter called Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **City of Locust Grove, Georgia**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated \_\_\_\_\_ with the Owner for \_\_\_\_\_ in accordance with drawings and specifications prepared by **City of Locust Grove** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
  
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United State District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

\_\_\_\_\_  
Principal (Bidder) (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature  
Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY  
**City of Locust Grove, Georgia.**  
(Bond must not be dated prior to date of Agreement.)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principals, hereinafter called Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **City of Locust Grove, Georgia**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated \_\_\_\_\_ with the Owner for \_\_\_\_\_ in accordance with the Bid Document and specifications prepared and issued by **City of Locust Grove, Georgia** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

\_\_\_\_\_  
Principal (Bidder) (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature  
Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY  
**City of Locust Grove, Georgia.**  
(Bond must not be dated prior to date of Agreement.)

**City of Locust Grove**  
P. O. Box 900  
3644 Highway 42  
Locust Grove, Georgia 30248  
(770) 957-5043  
Tim Young, County Manager

## **PROJECT SCOPE / PROJECT PLANS**

- Typical Section
- Road Summary Sheet
- Road Location Maps
- Project Notes

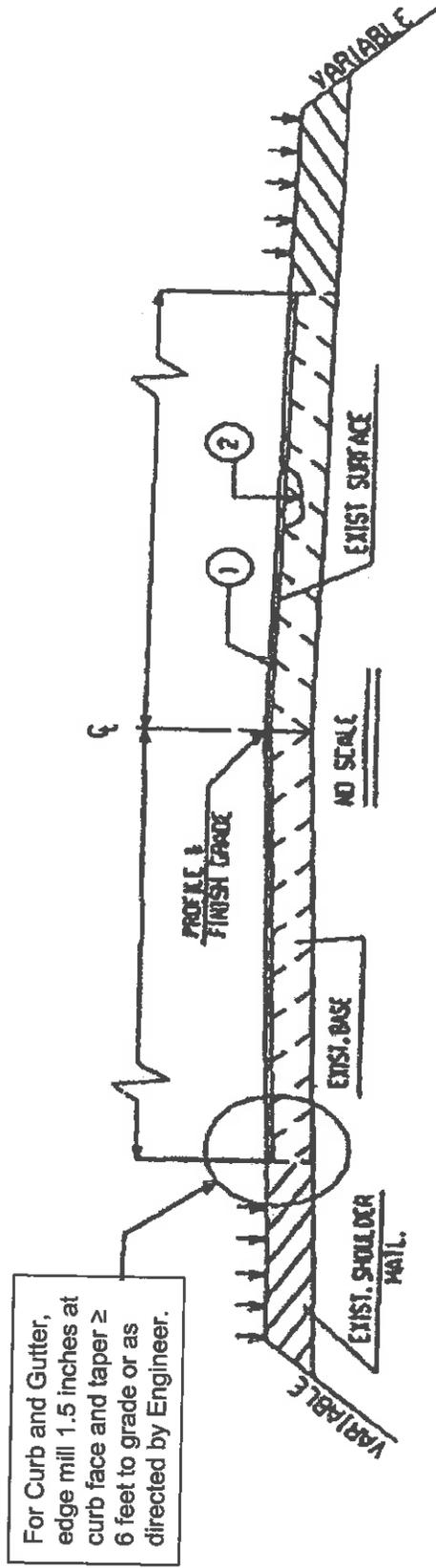
2015 LMIG

Roads/Streets in: Henry County City: Locust Grove

1 Road Name: Stanley K. Tanger Boulevard Length (MI): 1.30 Patching, variable depth milling and overlay with  
Co. Rd. No.: STN 00+00 at Bill Gardner Parkway Width (FT): 26 Hot Mix Asphalt including pavement striping  
Beginning At: Approximately STN 67+00 Required Striping: Center Edge, and markings.  
Ending At: (Just beyond Indian Creek Road) Other

Project No.: 15-127  
 County: Henry  
 City: Locust Grove

### TYPICAL RESURFACING SECTION



•See Road/Street Summary Sheet for Pavement Widths

Required 1) Tack existing surface with Bituminous Material and overlay with 165 psy 12.5mm Superpave.

Required 2) Asphaltic Concrete Leveling (and / or 440 psy Patching) to be placed as directed by the engineer.

NOTE: The width of paving of turnouts for side roads and drives shall be as required to provide a smooth and well-drained transition to and from public roads and driveways as approved by the engineer.

**PROJECTS NOTES  
STANLEY K. TANGER BOULEVARD  
2015 LMIG**

- NOTE: All curb and gutter sections shall be edge milled (variable depth milling) and tapered out a minimum of 6 feet or as directed by the Engineer.
- NOTE: All edge of pavement clipping will be performed by Contractor. All pavement patching will be part of this Contract and quantities will be used at the instruction of the Engineer. Shoulders shall be dressed to the satisfaction of the Engineer.
- NOTE: ~~If applicable, all Leveling Courses shall be constructed and left to cure a minimum of 30 Calendar days or as directed by the Engineer, prior to the surface treatment application on all roads.~~
- NOTE: STRIPING (If applicable, all work below should be included in the pay items provided.)
- All pavement striping along the centerline shall conform to the existing striping configuration unless agreed to otherwise. The Contractor shall submit a Striping Plan at the Preconstruction Meeting. (THIS WILL BE REQUIRED PRIOR TO CONSTRUCTION.)
- ~~After Leveling Course is complete the Contractor shall stripe the centerline in compliance with Section 652.~~
- ~~Immediately after Surface Treatment with Sand Seal the Contractor shall stripe both centerline and edge line in compliance with 652. At the discretion of the Engineer, and after 15 calendar days, the Contractor shall sweep the pavement and re-stripe both edge lines and centerlines in compliance with 652.~~
- Pavement markings as noted in the LMIG PROJECT REPORT sheets(s) or typical section sheet(s) of this Contract will be required. All other existing pavement markings (school zone, railroad, stop bar, symbol, words, etc.) shall be replaced in accordance with section 150.
- NOTE: Start mainline paving at Station 00+75 both northbound and southbound lanes. Strip and mark areas as indicated. Be careful not to damage traffic loops approaching Bill Gardner Parkway.
- NOTE: **All Work, excluding striping, between Bill Gardner Parkway and the Main Tanger Mall Entrance shall be performed between the hours of 9:00 PM and 6:00 AM.**  
**-Night Time Paving**
- NOTE: During milling for patching, please coordinate with Jack Rose, City Public Works Director, for the disposal of the milled materials. Haul distance is to be 2 miles or less.