



Lumpkin County, Georgia

Public Works Department

February 26, 2016

Agenda Item:

GDOT LMIG Additional Stripping

Item Description:

DOT Off System Safety Improvements funded through the LMIG Program.

Facts & Historical Information:

In January GDOT informed the County that additional funding was available through House Bill 170. This funding can be used for raised pavement markers, rumble strips, pavement markings, edge lines, centerlines, stop bars, signing, chevrons, vegetation removal, guardrail, guardrail delineation, guardrail at bridge ends, traffic signals, advance post-mounted flashing beacons for intersections or school zones, pedestrian improvements and minor shoulder widening. Approve projects will be funded through the LMIG program with the DOT paying 70% of the cost and the County paying 30% of the cost. In March of 2016 the BOC approved the proposed project list which includes striping of 52.4 miles of roads, 691 feet of stop bars, 7 sets of rumble strips, 4-36" stop signs, 2-36" stop ahead signs, 6-30" stop ahead signs, and one flashing beacon. The estimated total cost of the proposed project is \$171,728. On July 26, 2016 Lumpkin County staff received and opened 2 complete bids for this project. Parker Traffic Markings had the apparent low bid of \$186,050.00. This cost is higher than the estimated cost of \$171,728.00. The bid summary is attached.

Potential Courses of Action:

- A: Award a contract with Parker Traffic Markings for the project.
- B: Award a contract to the second bidder, Peek Pavement Markings.
- C: Do not award a contract.

Budget Impact:

- A: This option will require the county pay 30% of the cost. Based on the bid price the county will be required to pay \$55,815. This matching fund can come from SPLOST funds currently designated for road maintenance.
- B: This option will require the county pay 30% of the cost. Based on the bid price the county will be required to pay \$69,952.50. This matching fund can come from SPLOST funds currently designated for road maintenance.
- C: No impact on the budget.

Staff Recommendation:

Staff recommends that the BOC award the contract to Parker Traffic Markings.

Bid Submission Checklist/Tabulation

Project# 2016-007 ITB Safety Improvements to Various
 County Roads LMIG 02-187 Lumpkin Bids Due: 7/26/2015
 @ 2:00 pm, EST Bids Opened: 7/26/2015 @ 2:05 pm, EST

	Peek Pavement	Parker Traffic		
Information	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Execution of Proposal	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Bidder Certification and Bid Pricing Sheet	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Bidders Price List	\$ 233,175.00	\$ 186,050.00		
Price Proposal Form	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Affidavit of Non-Collusion	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Drug Free Workplace	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Addenda Acknowledgement	Y/N/NA	Y/N/NA	Y/N	Y/N
Georgia's Security & Immigration Compliance Act Affidavit	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
W-9	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Signed, Sealed Contract (not mandatory)	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N
Bid Bond 5% (Mandatory)	<input checked="" type="radio"/> Y/N	<input checked="" type="radio"/> Y/N	Y/N	Y/N

Patti Jo Holder

Patti Jo Holder, Purchasing Agent Lumpkin County

[Signature]
 Witness

COPY

CONTRACT
FOR
SAFETY IMPROVEMENTS TO VARIOUS COUNTY ROADS
PROJECT # 2016-007-ITB
LMIG-02-(187) LUMP

This agreement is made and entered into between the governing authority of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and Parker Traffic Markings, Inc., hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall install safety improvements on the county roads listed in the 2016 LMIG Bid Item Summary contained in the Bid Documents for this project. All work will be done in accordance with the 2013 State of Georgia Standard Specifications, the Manual on Uniform Traffic Control Devices and by the Special Provisions contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

ITEM NO. & DESCRIPTION	APPROX.	PAY	UNIT PRICE	AMOUNT	
		UNIT	DOLLARS /CTS	DOLLARS /CTS	
652-2501	SOLID PAINT TRAFFIC STRIPE, 5 INCH, WHITE, STD HIGH BUILD	105	LM	825.00	86,625.00
652-2502	SOLID PAINT TRAFFIC STRIPE, 5 INCH, YELLOW, STD HIGH BUILD	105	LM	825.00	86,625.00
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 INCH, WHITE	700	LF	6.00	4,200.00
429	THERMOPLASTIC RUMBLE STRIPS	7	EA-SET	400.00	2,800.00
636	36" R1-1 STOP SIGN, TP 1 MATL, REFLECTIVE SHEETING TP 9, W/ GALVANIZED STEEL POSTS, TP 7	4	EA	250.00	1,000.00
636	30" W3-1, TP 1 MATL, REFLECTIVE SHEETING TP 9, W/ GALVANIZED STEEL POSTS, TP 7	6	EA	225.00	1,350.00
636	36" W3-1, TP 1 MATL, REFLECTIVE SHEETING TP 9, W/ GALVANIZED STEEL POSTS, TP 7	1	EA	250.00	250.00
647	POST MOUNTED FLASHING BEACON W/ 36" W3-1, REFLECTIVE SHEETING TP 9	1	EA	3,200.00	3,200.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued June 24, 2016, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. If Contractor hires a SubContractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: Stan Kelly, County Manager
99 Courthouse Hill, Ste A
Dahlonega, Georgia 30533.

This Contract is made and entered into this _____ day of _____, 2016.

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Kathleen Walker
Lumpkin County Clerk

Contractor:

Parker Traffic Markings, Inc.
Company Name:
By: [Signature]
Title: Vice President
[Corporate Seal]

3.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

3.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

3.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

3.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

3.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, Lumpkin County's Invitation to Bid issued June 29, 2016, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 2, 2016

Chris Dockery, Chairman
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite A
Dahlonega, Georgia 30533

RE: 2016 Local Maintenance & Improvement Grant for Off-System Safety Program

Dear Chairman Dockery:

The Department has approved the County/City application for additional LMIG funding assistance for the *Off-System Safety Improvement Program*. The Department will commit up to **\$125,000.00** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. Construction of the repairs must begin before December 31, 2016 or the approval may be cancelled.

These funds will be in addition to the County/City 2016 LMIG allocation. In order to receive the funds, the City/County will need to submit a low bid amount awarded for the projects and return to the address shown below:

**Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308**

If you have any questions, please feel free to call me at (404) 347-0240.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry L. Gable".

Terry L. Gable
Local Grants Administrator

cc: Mr. Russell McMurry, P.E.; Mr. Mike Dover, P.E.; Mr. Brent Cook, P.E.; Ms. Emily Dunn; Hon. Kevin Tanner; Hon. Steve Gooch; Ms. Teressa Walcott; General Files

