

January 16, 2019

**Subject: Invitation to Bid #1620-B: Asphalt Rejuvenation on Various Roads**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors to provide Asphalt Rejuvenation on various county roads, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Thursday, January 31, 2019.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Please send or deliver your bid to the following address:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214

Bid Number: 1620-B  
Bid Name: Asphalt Rejuvenation on Various Roads

Your envelope must be sealed, and should show your company's name and address.

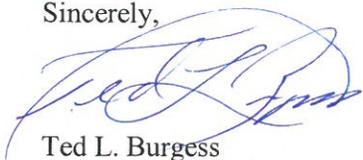
**Bids will be received at the above address until 3:00pm, Thursday, February 7, 2019 in the Purchasing Department, Suite 204.** Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed or emailed bids cannot be considered.

If you downloaded this Invitation to Bid from the county's website, it will be your responsibility to check the website for any addenda that might be issued for this solicitation. The county cannot be responsible for a bidder not receiving information provided in any addenda.

Thank you for participating in this solicitation process.

Sincerely,



Ted L. Burgess  
Director of Purchasing

TLB/tcb

**GENERAL TERMS AND CONDITIONS**  
**ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at [https://fayettecountyga.gov/purchasing/bids\\_and\\_proposals.htm](https://fayettecountyga.gov/purchasing/bids_and_proposals.htm). It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The bidder’s company name,
  - b. The bid number, which is #1620-B, and
  - c. The “reference” which identifies the bid, which is “**Asphalt Rejuvenation on Various Roads**”.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Georgia  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
16. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
17. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
19. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
20. **Trade Secrets - Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
21. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
22. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

23. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.

24. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
25. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

26. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
28. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
30. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.

31. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
32. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
33. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
34. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
35. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
36. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
37. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
38. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia  
Checklist of Required Documents**

*(Be Sure to Return This Checklist and  
the Required Documents in the order listed below)*

**ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

Company information – on the form provided \_\_\_\_\_

Bid Bond \_\_\_\_\_

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

Pricing sheet \_\_\_\_\_

List of exceptions, if any – on the form provided \_\_\_\_\_

References – on form provided \_\_\_\_\_

Experience Outline \_\_\_\_\_

Manufacturer’s Certification (as described in 1.2) \_\_\_\_\_

Documentation and Test Data (as described in 1.2) \_\_\_\_\_

Field Testing (as described in 1.2) \_\_\_\_\_

Certified Statement (as described in 2.1) \_\_\_\_\_

Signed Addenda, if any \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY INFORMATION**

**ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

**COMPANY**

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

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

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

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

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PROJECT CONTACT PERSON**

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

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_

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

**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 Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

\_\_\_\_\_  
Name of Project

**FAYETTE COUNTY GEORGIA**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2019 in (city) \_\_\_\_\_, (state) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

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

# ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS

## SPECIFICATIONS

### PART I GENERAL

#### 1.0 Scope of Work:

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surfaces for a total of 94,290 SY in Fayette County. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. AH work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and specifications conditions of this contract. Project must be completed by June 30<sup>th</sup>, 2019.

#### 1.1 Qualifications:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. Bidder must submit with their bid a list of five projects on which they applied said rejuvenator. Bidder shall indicate the project dates, number of square yards treated in each and the name and phone number of the person in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

#### 1.2 Submittals with Bid:

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change the in asphalt binder viscosity and penetration number.

Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

#### 1.3 Warranty:

The Contractor shall provide workmanship and labor warranty for a period of at least 12 month from the date of application.

The material warranty shall be as offered by the manufacturer.

## PART II PRODUCT

### 2.1 Material Specifications:

The asphalt-rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	Test Method <u>ASTM</u>	<u>AASHTO min.</u>	Requirements	
			<u>min.</u>	<u>max.</u>
<u>Tests on Emulsion:</u>				
Viscosity at 25°C, SFS	D-244	T-59	15	40
Residue, % W	D-244 mod.	T-59 mod	60	65
Miscibility Test	D-244 mod.	T-59 mod	No coagulation	
Sieve Test, % W	D-244 mod.	T-59 mod	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance	D-244 mod. GB	T-59 mod GB	-	30

### Tests on Residue from Distillation:

Flash Point, COC O deg	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
PC/S Ratio	D-2006-70	-	0.5	-
Saturated Hydrocarbons	D-2006-70	-	21	28

### NOTES:

- 1) For Residue, ASTM D--244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
- 2) For Miscibility Test, the test procedure is identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solutions shall be used in place of distilled water.
- 3) For Sieve Test, the test procedure is identical with ASTM 0-244 except that distilled water shall be used in place of two percent sodium oleate solution.

2.2 Material Performance:

The rejuvenating agent shall have a record of at least five years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Test data shall be performed on extracted asphalt cement from a pavement to a depth of three eighths of an inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

2.3 Acceptable Material:

RECLAMITE, manufactured by Golden Bear Oil Specialties, is a product of known quality and accepted performance. Contractor *may* use another product that has been proven to be functionally equivalent. The onus of this proof is on the Contractor; the County's decision in this regard is final.

2.4 Product Standards and Alternates:

The product "Reclamite" for the asphalt rejuvenating agent as manufactured by Golden Bear Oil Specialties is the standard for these specifications and the prices submitted on the Pricing Sheet shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the Pricing Sheet as the "Alternate Bid" for the item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bid" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits required information with their bid.

- a) List the proposed alternate on the Pricing Sheet giving the product name and price.
- b) Furnish complete specifications and descriptive literature for the alternate as well as a one gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the County's requirements for the standard item for which the alternate is offered.
- c) Submit a current Material Safety Data Sheet for the alternate materials. The alternate will be given consideration by the County. The Contractor may furnish only those alternate items included in his proposal and approved by the County prior to award of a contract.
- d) If no ALTERNATE is indicated on the PRICING SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

- e) Should the ALTERNATE offered be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the PRICING SHEET for the Standard, then said bid will be considered non-responsive.

## 2.5 Applicating Equipment:

- A. The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.
- B. Distributor equipment shall include full circulation spray bars; pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.
- C. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.
- D. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or tree lawns.
- E. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

## **PART III EXECUTION**

### 3.1 Application Temperature and Weather Limitations:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40°F.

### 3.2 Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe

shall be kept below the surface of the material in the distributor, which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

3.3 Resident Notification:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

3.4 Application of Rejuvenating Agent:

- A. The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.
- B. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.
- C. Before spreading, the asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field-testing.
- D. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.
- E. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.
- F. After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt

rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Engineer.

- G. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.
- H. The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent.

### 3.5 Street Sweeping

- A. The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.
- B. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.
- C. If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for re applications and removal of sand.

### 3.6 Traffic Control:

- A. The Contractor shall schedule their operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.
- B. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.
- C. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

D. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

3.7 Method of Measurement:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

3.8 Basis for Payment:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent. Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. All invoices must be received by Fayette County for payment NO LATER THAN July 26, 2019.

3.9 ROAD LIST:

Jones Circle – SR 85 to Bernard Road – 10,350 Square Yards of Pavement (Paved 6-13-18)

Palmetto Road – Tyrone City Limits to Coweta County Limits – 15,300 Square Yards of Pavement (Paved 6-6-18)

Scott Boulevard – Tyrone Road to Ellison Road – 7,980 Square Yards of Pavement (Paved 7-24-18)

Sandy Ridge Trail – Sandy Creek Road to Dead End – 4,700 Square Yards of Pavement (Paved 8-14-18)

Helmer Road – SR 279 to Clayton County Limits – 11,120 Square Yards of Pavement (Paved 9-13-18)

Swanson Road – Adams Road to Ellison Road – 9,950 Square Yards of Pavement (Paved 10-22-18)

Newton Road – SR 92 to Fulton County Limits – 4,060 Square Yards of Pavement (Paved 10-8-18)

Paula Drive – Ellison Road to Dead End – 3,050 Square Yards of Pavement (Paved 10-4-18)

Emerald Lakes Subdivision – Off of South Jeff Davis Road – Consisting of 7 Roads – 27,780 Square Yards of Pavement (Paved 7-12-18)

**PRICING SHEET - ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
ASPHALT REJUVENATOR	SY	94,290	\$	\$
MOBILIZATION	LUMP SUM	1		\$
<b>TOTAL PROJECT AMOUNT</b>			\$	

**PRODUCT OFFERED:**

\_\_\_ Reclamite

\_\_\_ Other: \_\_\_\_\_

Please note: If a product other than Reclamite is offered, Responder shall specify the product offered, and provide information as instructed elsewhere in Request for Quote.

**NOTE:** All applicable charges shall be included in your prices, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the bid opening.

SPECIFY WARRANTY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE PAYMENT TERMS \_\_\_\_\_.

STATE NUMBER OF DAYS TO START PROJECT AFTER NOTICE TO PROCEED IS ISSUED \_\_\_\_\_ DAYS.

STATE NUMBER OF DAYS TO COMPLETE PROJECT AFTER START DATE ABOVE \_\_\_\_\_ DAYS.

COMPANY NAME: \_\_\_\_\_



**REFERENCES - ITB #1620-B: ASPHALT REJUVENATION ON VARIOUS ROADS**

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_