

October 24, 2022

Subject: Invitation to Bid #2191-B: CONTRACTOR RESURFACING FY23

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for resurfacing of various county roads. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Sherry White, in writing via email to swhite@fayettecountyga.gov or fax to (770) 305-5544. Questions will be accepted until 3:00pm on Tuesday, November 22, 2022.

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

Please return your bid to the following address:

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

Bid Number: **2191-B**

Bid Name: **CONTRACTOR RESURFACING FY23**

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

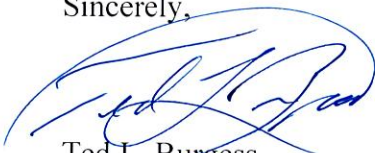
Bids will be received at the above address until 3:00pm on Wednesday, November 30, 2022, in the Purchasing Department, Suite 204. Bids will be opened at that time.

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

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess
Director of Purchasing

ITB #2191-B: CONTRACTOR RESURFACING FY23

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions 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:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award, 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 by the date indicated in the invitation to bid cover letter. 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 www.fayettecountyga.gov. 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 **#2191-B**, and
 - c. The bid name, which is **CONTRACTOR RESURFACING FY23**

Mail or deliver one (1) original unbound bid, signed in ink by a company official authorized to make a legal and binding offer, to:

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

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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
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. **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.
14. **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.
15. **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.

16. **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.
17. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. 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 invoice acceptance by the County, 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.
18. **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).
19. **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.
20. **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.

21. **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.
22. **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.
23. **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 offer or 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

24. **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).

25. **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).
26. **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.
27. **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.
28. **Indemnification:** The contractor shall 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.
29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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.
35. **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.

Checklist of Required Documents

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

Invitation to Bid #2191-B: CONTRACTOR RESURFACING FY23

Company information – on the form provided _____

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

Bid Bond _____

Pricing sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Addenda, signed, if any are issued _____

COMPANY NAME: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2191-B: Contractor Resurfacing FY23
Name of Project

Fayette County GA

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

COMPANY INFORMATION
ITB #2191-B: CONTRACTOR RESURFACING FY23

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

REFERENCES

ITB #2191-B: CONTRACTOR RESURFACING FY23

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

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME: _____

SPECIFICATIONS

ITB #2191-B: CONTRACTOR RESURFACING FY23

A. PURPOSE, INTENT AND PROJECT DESCRIPTION

Fayette County (**COUNTY**) requests all qualified contractors to submit a formal, sealed bid for crack sealing, milling, and resurfacing of various streets in Fayette County using Local Maintenance Improvement Grant (LMIG) funding from Georgia Department of Transportation. The **CONTRACTOR** will be responsible for providing the clean-up, traffic control and hauling off the material debris. Except as noted, this project will follow current Georgia Department of Transportation (GDOT) Specifications and GDOT English Standards and Details except as noted.

A **COUNTY Road Department Personnel (INSPECTOR)** will be onsite for the duration of the construction activities. All communication from the **CONTRACTOR** will be directed to the **INSPECTOR**.

B. PROSECUTION AND PROGRESS

The **CONTRACTOR** must begin work within thirty (30) calendar days of receiving the Notice to Proceed. It is anticipated the Notice to Proceed will be issued in early January. The **CONTRACTOR** will mobilize with sufficient forces such that all paving is completed by **May 31, 2023**, and all other construction (shoulder work, striping, etc.) identified as part of this contract shall be complete by **30 Calendar Days after paving is completed**.

Normal workday for this project shall be 7:00 AM to 6:00 PM with resurfacing activities to be completed daily by 5:00 PM and the normal work week shall be Monday through Saturday. The **COUNTY** will consider extended workdays or work weeks on a case-by-case written request by the **CONTRACTOR**. No work will be allowed on following County observed national holidays and the associated weekends with these holidays (Martin Luther King Day, Memorial Day, and Juneteenth). The **CONTRACTOR** shall submit a schedule every Thursday detailing which roads will be worked the following week. The schedule must be emailed to the **INSPECTOR**. The **INSPECTOR** reserves the right to prohibit work on any roads not included in the weekly schedule. This schedule must accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

Time is an essential element of the contract, and any delay in the prosecution of the work of the contract may inconvenience the public, obstruct traffic, or interfere with business. For these reasons, it is important that the work be pressed vigorously to completion. Should the **CONTRACTOR**, or in case of default, the Surety fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, the contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day (except for weekends and holidays) for any paving not completed by **May 31, 2023**. **CONTRACTOR and COUNTY** covenant, agree and warrant that actual damages in the event of breach are difficult to estimate, that liquidated damages are intended to provide for damages and not a penalty, and that per-day amount stated herein is a reasonable estimate of the probable loss upon breach.

The **CONTRACTOR** is granted twenty (20) available calendar days to complete all items on the punch list once the punch list is issued by the **INSPECTOR**. During this time no liquidated

damages will be assessed. If the **CONTRACTOR** is already in liquidated damages prior to beginning the punch list then liquidated damages will be postponed for the twenty (20) available days. Once the twenty (20) available calendar days expires then liquidated damages will continue to accrue if **CONTRACTOR** fails to complete the punch list

C. AUTHORITY OF THE ENGINEER

COUNTY INSPECTOR will be onsite for the duration of the construction activities. The **INSPECTOR** will be responsible for the day-to-day monitoring of the construction contract in the field, assuring that the **COUNTY** and **GDOT** specifications are adhered to and that the construction work is in conformance with the intent of this document.

D. PERMITS AND LICENSES

The **CONTRACTOR** shall procure all permits and licenses, pay all charges, taxes and fees, and give all notice necessary. This work shall be considered incidental and not paid for separately.

E. MATERIALS

The **CONTRACTOR** shall be responsible for quality control testing of materials incorporated into the project. The **INSPECTOR** will be responsible for QUALITY ASSURANCE testing of materials incorporated into the project. Materials test frequency will, at minimum, meet **GDOT** specifications or as noted in the special provisions. Copies of ALL test results and documentation will be provided to the **CONTRACTOR**. All materials will meet appropriate **GDOT Specifications** unless otherwise noted.

Samples of all materials provided by the **CONTRACTOR** will be subject to submittal to the Georgia Department of Transportation Testing Laboratory and/or other approved testing labs; any material found to be non-compliant with the specifications will be rejected. **CONTRACTOR** shall be responsible for replacing any materials and work performed from rejected sample lot at no cost to the **COUNTY**.

F. DEVIATION OF QUANTITIES

The quantities given are estimates only and may vary from those indicated by the contract. It is the responsibility of the **CONTRACTOR** to inspect the project site before submitting their bid

G. AUTHORIZED WORK

At no time will the **CONTRACTOR** proceed with work outside the prescribed Scope of Services for which additional payment will be requested without the written authorization of the **COUNTY**.

H. UTILITIES

The **CONTRACTOR** shall contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identified conflicts with construction operations, the **CONTRACTOR** shall notify the onsite inspector prior to commencement of construction operations in the affected area.

I. TRAFFIC CONTROL

The **CONTRACTOR** shall, always, conduct his work to assure the least possible obstruction of traffic. The safety and convenience of the public, the residents along the roadways and the protection of persons and property shall be provided for by the **CONTRACTOR** as specified

in the **State of Georgia Department of Transportation Standard Specifications, Sections 104.05 and 107.09.**

Traffic whose origin and destination are within the limits of the project shall be always provided ingress and egress unless otherwise specified by the **COUNTY**. The ingress and egress include entrances and exits via driveways at various properties and access to the intersecting roads and streets. The **CONTRACTOR** shall maintain sufficient personnel and equipment (always including certified flaggers and traffic control signing) on the project, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed. Mailboxes and fire hydrants shall not be obstructed from access.

Two-way traffic shall be always maintained, utilizing certified flaggers as necessary, unless otherwise specified or approved by the **COUNTY**. Certain subdivision streets are of a width that will require closing the road temporarily during milling and/or paving operations. In the event of an emergency, the **CONTRACTOR** shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

The **CONTRACTOR** shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the **MUTCD** and **GDOT** specifications, and take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for as part of the Lump Sum Traffic Control pay item. Due to the temporary nature of this work, traffic control signs can be placed on tripods.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the **CONTRACTORS's** expense. At no time will the **CONTRACTOR** remove regulatory signing which may cause a hazard to the public. The **CONTRACTOR** shall, within the same calendar day, place temporary pavement markings (paint; if the permanent markings can not be placed the same day), matching existing pavement markings on milled or resurfaced pavements. Work will not be allowed to proceed the following day if the pavement markings are not in place. The cost for temporary pavement markings shall be included in the lump sum pay item, Traffic Control, and will not be paid for separately.

J. PAVEMENT MILLING

The milling equipment shall be a power driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt pavement. The equipment shall be of size, shape and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The depth of milling throughout the project will be variable. This milling is to make the final resurfaced pavement elevation equal to the gutter edge elevation. The **INSPECTOR** can authorize changes to the overall depth of milling. Milling from the gutter to the centerline of road shall result in an approximate 2% crown except when instructed by the field engineer or where the road is super-elevated. In super-elevated sections milling shall restore the proper super-elevation amount. If existing asphalt paving extends into the gutters, the **CONTRACTOR** shall remove this asphalt. **NOTE: It may be appropriate to use "edge milling" (milling of the outside 4 to 8 feet only) on some streets to correct improper crown or for other construction reasons.** The **INSPECTOR** will determine when edge milling is appropriate. When edge milling is specified, the **CONTRACTOR** will be paid the contract

unit price for areas milled. The **CONTRACTOR** shall be responsible to repair any damage to existing curbs/gutters caused by the **CONTRACTOR's** operations at no additional cost to the **COUNTY**. Milled streets shall be resurfaced no later than 10 calendar days after completion of the milling operation. If the **CONTRACTOR** does not pave milled streets within the 14-calendar day period, the **INSPECTOR** shall stop all further milling operations.

The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform surface texture.

A ten-foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The contractor shall provide the straightedge and labor for its use. All irregularities more than 1/8" in 10' shall be re-milled at no additional cost to the **COUNTY**.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

All material generated because of the milling operation shall become the property of the **CONTRACTOR**.

After milling is completed, the **INSPECTOR** shall inspect all paving surfaces and all loose and flaking masses of asphalt shall be removed prior to paving start-up.

The **INSPECTOR** shall measure all milled areas and determine the total area in square yards for payment.

K. TESTING AND REPAIRING EXISTING PAVEMENT

This work shall consist of (patching) existing pavement areas that have failed or are showing signs of distress. Prior to placing asphalt concrete resurfacing the **CONTRACTOR** shall patch and repair all areas marked for repair by the **INSPECTOR**. The **INSPECTOR** and the **CONTRACTOR** shall jointly "test roll" all milled pavement areas to identify areas of distress or failure. All broken and unsuitable areas in the existing surface shall be patched, as determined by the **INSPECTOR** prior to placing the asphalt concrete resurfacing. Areas marked by the **INSPECTOR** to be patched shall be cut out in a rectangular form, trimmed to near vertical sides and all loose material removed (2-inch total patch depth). In extreme cases where subbase is in very poor condition the **INSPECTOR** may direct the **CONTRACTOR** to provide for a 4-inch total patch depth. The minimum patch width will be seven (7) feet. All marked patches less than 7 feet wide will be measured and paid as a 7-foot-wide patch. All patches greater than 7 feet wide will be measured and paid for at the actual width. After the area has been cleaned, it shall be primed, or tack coated. The **INSPECTOR** will be responsible for measuring all patch areas. Patching unit pay item will include the costs of milling, asphalt & tack.

L. BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack coat during the paving operation. Bituminous tack coat shall be applied between .04 to .06 gallons per square yard. All surfaces shall be cleaned completely and thoroughly before any tack is applied. The tack coat will not be paid for separately but shall be included in the contract unit price for Asphalt Concrete Pavement.

M. CRACK SEALING

This work shall meet GDOT joint sealing specification (Section 407) and all materials will be from an approved GDOT source. Cracks should be cleaned of foreign material prepared per the specifications prior to placing the sealed material. Crack sealing shall be paid for at the contract unit price per center line linear mile placed.

N. ASPHALT CONCRETE PAVEMENT

Type mixes to be used is 19mm, 12.5mm and 9.5 mm Type 2 Superpave, Including Bituminous Material and lime on streets so designated.

This work shall consist of the placement of asphalt concrete pavement as directed by the **INSPECTOR**. On pavements that require milling, the **CONTRACTOR** must complete placement of asphalt concrete resurfacing within ten (10) days of the milling operation. Any deterioration in the milled pavement that develops prior to being resurfaced shall be repaired at the **CONTRACTOR's** expense. If the paving operations are delayed beyond the allowable ten-day period, the **INSPECTOR** shall re-inspect the paving surface. Any corrective action required shall be performed by the **CONTRACTOR** at his expense prior to paving, including additional patching, clean-up, loose asphalt removal, etc.

The outside one foot of overlay may be tapered, as directed by the **INSPECTOR**, to reduce the drop off at the pavement/gutter edge if the final paving is higher than the curb and gutter. The overlay may be tapered toward the gutters, as directed by the **INSPECTOR**, to provide a smooth transition at driveways unless doing so would result in storm water over topping the gutter onto private property. If no curb and gutter exist, driveway ties shall be accomplished within four (4) feet or less where possible. Tie-in to cross streets shall be accomplished within twenty (20) feet. The **INSPECTOR** will direct the construction for the isolated cases where the driveway or side street tie-in must extend further to provide the smooth transition. On streets with curb and gutter, the **CONTRACTOR** shall replace driveway "wedges" if removed during other operations.

CONTRACTOR will be required to pave intersections and the tie-in adjoining streets and not straight through the intersection. **COUNTY** would like to pave back 10 feet for tie-ins for side roads and driveways can be tapered down between 2 to 4 feet.

The plant mix materials from which the asphalt pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (**GDOT**) Standard Specifications Articles 820; 802; 883; 831; 828; and 882.

CONTRACTOR will be required to use electronics for placement of the asphalt mat.

Authorized personnel shall perform testing of the asphalt mix daily in accordance with GDOT Standard Specifications.

Two tickets that meet **GDOT** Specifications must accompany all delivered materials. Also, the **CONTRACTOR** must have the job mix formulas for each contract approved by the **INSPECTOR** prior to project start up.

O. SHOULDER RESTORATION (PER MILE)

This work shall consist of restoring the existing shoulder when no curbs exist on Harp Road. The contractor shall place a wedge of soil along the shoulder. This wedge shall be twenty-four (24) inches in width and taper from the pavement edge to the existing shoulder. The contractor shall compact the soil wedge so that it is firm as determined by the inspector. Maximum particle size allowed in the soil material shall be $\frac{3}{4}$ inch. The contractor will be paid for shoulder restoration at the contract unit price per mile of shoulder (one side) for properly placed and accepted shoulders.

On areas where there is a likelihood that traffic will drop off the pavement edge, as directed by the inspector (i.e., mailboxes, intersection radii, narrow roads, and curves), the contractor may use a granular material to stabilize the shoulder. The granular material shall be placed as the wedge noted previously and compacted. This shall be a fine graded granular material with a maximum particle size of one-half inch.

P. GRASSING

This work shall consist of ground preparation, furnishing and planting, seeding, fertilizing, sprigging, mulching, and watering of all areas (including shoulder restorations) disturbed due to construction operations. Mulching shall be used and placed in accordance with current GDOT Specifications. Mulching shall remain in place and be maintained until the time that new growth is apparent. This work shall be accomplished utilizing hydro-seeding methods. Disturbed areas will be repaired and / or replaced, such that the conditions are at a minimum equal to the conditions existing prior to construction activities. The contractor will be paid for seeding at the contract unit price per acre for seeding accepted by the inspector. Seed types and planting seasons will adhere to GDOT specifications.

Q. THERMOPLASTIC PAVEMENT MARKINGS

COUNTY will replace all Thermoplastic rumble strips.

R. CLEANUP

Cleanup of roadways is required after each operation, (i.e., milling, patching, resurfacing, etc). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the roadway surface. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the **INSPECTOR**.

S. WARRANTY

Fayette County will require a one-year warranty on all completed work.

T. ROAD LIST

<u>Road Name</u>	<u>Length (Miles)</u>	<u>Scope of Work</u>
1. Alexander Ware Pl	.26	Patching & 9.5mm Type 2 Overlay
2. Avon Drive	.21	Patching & 9.5mm Type 2 Overlay
3. Bordeaux Drive		Mill Patching
4. Briar Meadow Ct	.13	Edge Mill, Patch & 9.5mm Type 2 Overlay
5. Browns Crossing Dr	.71	Edge Mill, Patch & 9.5mm Type 2 Overlay
6. Deauville Way		Mill Patching
7. Dijon Court		Mill Patching
8. Ellison Road		Mill Patching
9. Goza Road	.40	Mill, Patch & 12.5mm Overlay
10. Harp Road	3.38	Patching & 12.5mm Overlay
11. Iverness Shores	.84	Edge Mill, Patch & 9.5mm Type 2 Overlay
12. Jay Trail	.46	Mill, Patch & 9.5mm Type 2 Overlay
13. Kyle Court		Mill Patching
14. Lafayette Drive		Mill Patching
15. Mandy Court	.06	Mill, Patch & 9.5mm Type 2 Overlay

16. Maresille Way		Mill Patching
17. Morgan Mill Road		Mill Patching
18. Rennes Court		Mill Patching
19. Spring Mist Drive	.09	Edge Mill, Patch & 9.5mm Type 2 Overlay
20. Tall Timber Ct	.11	Edge Mill, Patch & 9.5mm Type 2 Overlay
21. Vickery Lane		Mill Patching
22. Warren Way	.21	Mill, Binder & 9.5mm Type 2 Overlay
23. Waters Way		Mill Patching
24. Welborn Chase	.31	Mill, Binder & 9.5mm Type 2 Overlay
25. Woodberry Place	.10	Edge Mill, Patch & 9.5mm Type 2 Overlay
26. Woodmere Lane	.14	Edge Mill, Patch & 9.5mm Type 2 Overlay

PRICING SHEET
ITB #2191-B: CONTRACTOR RESURFACING FY23

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
150-1000	Traffic Control	LS	1		
210-0200	Grading per Mile	LM	3.38		
402-3130	12.5mm	TN	4,404		
402-3103	9.5mm Type 2	TN	4,729		
402-3190	19mm Patching	TN	3,878		
402-3190	19mm Binder Layer	TN	723		
407-0010	Mill Asph Conc Pavement, Variable Depth	CLM	5.62		
413-0750	Bitum Tack Coat	GAL	9,883		
432-5010	Mill Asph Conc Pvmt, Variable Depth	SY	39,846		
653-1502	5" Yellow Thermoplastic Striping	LF	32,218		
653-1501	5" White Thermoplastic Striping	LF	34,878		
653-3501	5" White Skip Thermoplastic	GLF	725		
653-1704	24" Stop Bars	LF	48		
654-1001	RPMS (Type 1, 2 & 3)	EA	865		
700-6910	Permanent Grassing	AC	1.64		
TOTAL BID PRICE:					

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

All paving must be completed by May 31, 2023. All additional work must be 100% completed by June 30, 2023

State number of days needed to start after Notice to Proceed is issued. _____ Days

COMPANY NAME: _____

ITB #2191-B: CONTRACTOR RESURFACING FY23[illegible]

20