

Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

October 3, 2024

Subject: Invitation to Bid #2488-B FY25 Resurfacing Project

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for the above listed solicitation in accordance with the information and specifications 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) 305-5208. Questions will be accepted until 12:00p.m., Friday October 18, 2024.

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

Please return your response to the following address:

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

Bid Number: 2488-B

Bid Name: FY25 Resurfacing Project

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

Bids will be received at the above address until 3:00p.m, Thursday, October 31, 2024, 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

Chief Procurement Officer

TLB/sw

GENERAL TERMS AND CONDITIONS ITB # 2488-B FY25 Resurfacing Project

1. Definitions:

- a. Bidder: A company or individual who submits a bid in response to this Invitation to Bid.
- b. Successful Bidder: The company or individual that is awarded a contract.
- c. Contractor: The Successful Bidder, upon execution of the contract.
- d. County: 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, and the County agrees to the exception. 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.
- 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.
- 4. **Bidder's Questions**: As appropriate, 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. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer to:

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

Bid Number: <u>2488-B</u>

Bid Name: FY25 Resurfacing Project

Also show your company name on the envelope. You may submit sealed 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 in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
- 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 bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid 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 project specified. If the quantity exceeds listed estimates, the County reserves the right to order additional quantities at the prices stated in the bid of the Successful Bidder.
- 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 at the discretion 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. **Unbalanced bid:** If the County determines that the apparent low bid is materially unbalanced, the County retains the right to deem the apparent low bid non-responsive, and to reject said bid and award to the next-lowest bidder whose bid is not materially unbalanced, or to reject any and all bids and re-advertise the project.
- 18. 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.
- 19. **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).
- 20. **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.
- 21. 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 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.

- 22. **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.
- 23. 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.
- 24. **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 Bidder 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

- 25. **Bid Bond**: Bidder shall 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 the U.S. Treasury's list of approved bond sureties (Circular 570).
- 26. **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 or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 27. **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.
- 28. 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.

- 29. 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.
- 30. 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.
- 31. **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.
- 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. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. 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)

ITB #2488-B FY25 Resurfacing Project

| Company information – on the form provided | |
|--|-----|
| Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) | |
| Pricing sheet | r v |
| List of exceptions, if any – on the form provided | |
| References – on form provided | |
| Addenda, if Any | |
| | |
| | |
| | |
| 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 |
|---|----------------------------------|
| | #2488-B FY25 Resurfacing Project |
| Name of Contractor | Name of Project |
| Fayette County, Georgia Name of Public Employer | |
| Name of Fability 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 # 2488-B FY25 Resurfacing Project

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: |
| Phone Number: |
| E-mail Address: |

REFERENCES ITB # 2488-B FY25 Resurfacing Project

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.

| 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 |
| | |
| | |
| | |
| | |
| Phone | Email |
| COMPANY NAME | |

SCOPE OF WORK ITB #2488-B FY25 Resurfacing Project

A. PURPOSE, INTENT AND PROJECT DESCRIPTION

Fayette County (COUNTY) requests all qualified contractors to submit formal sealed bids. The CONTRACTOR will bid on crack sealing, milling, and resurfacing of various streets in Fayette County and the City of Fayetteville 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) days of receiving the Notice to Proceed. It is <u>anticipated</u> the Notice to Proceed will be issued in early January. The **CONTRACTOR** will mobilize with sufficient forces such that all paving is completed by **June 6**th, **2025**, and all other construction (shoulder work, striping, etc.) identified as part of this contract shall be complete by **June 30**th, **2025**.

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 national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.) and the associated weekends with these holidays. 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.

The **CONTRACTOR** shall be assessed liquidated damages in the amount of \$500.00 per calendar day (with the exception of weekends and holidays) for any paving not completed by **June 6th**, **2025.** The Contractor and County recognize that time is of the essence in completion of the work included herein, and that the County will suffer financial and other losses if not completed by the date specified. These liquidated damages are not established as a penalty, but as agreed upon in advance by the County and the Contractor due to the uncertainty and difficulty of making accurate estimation as to the actual and consequential damages which would be incurred by the County and the general public as a result of the failure on the part of the Contractor to complete the work on time.

The **CONTRACTOR** is granted twenty (20) available 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 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** will be responsible for quality control testing of materials incorporated into the project. The **INSPECTOR** will be responsible for <u>QUALITY ASSURANCE</u> 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 <u>ALL</u> 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** will 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. Payment to the **CONTRACTOR** will be for units actually used for the work of the contract. It is the responsibility of the **CONTRACTOR** to inspect the project site before submitting their bid. The **COUNTY** reserves the right to add, delete, increase, decrease or substitute items at any time. The **CONTRACTOR** will notify the **INSPECTOR** if additional quantities or line items are needed that is not identified in the contract quantities. 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**. The **CONTRACTOR** will not be entitled to an adjustment of the unit price on items which increase or decrease from the original plan quantity.

Also, please refer to the General Terms and Conditions, Item #19, regarding unbalanced bids.

G. 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** would notify the onsite inspector prior to commencement of construction operations in the affected area.

H. 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 <u>certified</u> 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.

I. 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.

J. 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.

K. BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack coat during the paving operation. Bituminous tack coat shall be applied per GDOT specifications. 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.

L. 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.

M. ASPHALT CONCRETE PAVEMENT

Type mixes to be used is OGI @ 110 lbs/sy, 12.5mm @ 165 lbs/sy, 12.5mm with Polymer @ 220 lbs/sy and 9.5 mm Type 2 Superpave @ 165 lbs/sy, 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 adjourning 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.

P. SHOULDER RESTORATION (PER MILE)

This work shall consist of restoring the existing shoulder when no curbs exist on South Sandy Creek, Flat Creek Trail and Milam 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 ¾ 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.

Q. 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.

R. THERMOPLASTIC PAVEMENT MARKINGS

CONTRACTOR is responsible for replacing all thermoplastic markings on S. Sandy Creek, Flat Creek Trail and Milam Road. The **COUNTY** will replace all Thermoplastic rumble strips.

S. 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**.

T. WARRANTY

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

T. ROAD LIST

| F | load Name | Length (Miles) | Scope of Work |
|---|---------------------|----------------|--|
| 1 | . South Sandy Cree | k 0.60 | Milling, Mill Patching and Resurfacing |
| 2 | . Flat Creek Trail | 2.43 | 1" Milling, OGI and Resurfacing with Polymer |
| 3 | . Milam Road | 1.08 | Mill Patching and Resurfacing |
| 4 | . Middling Lane | 0.37 | Mill Patching and Resurfacing |
| 5 | . Whitney Way | 0.61 | Mill Patching and Resurfacing |
| 6 | . Eli Run | 0.42 | Mill Patching and Resurfacing |
| 7 | . Nix Court | 0.62 | Edge Milling, Patching and Resurfacing |
| 8 | . Point Ridge Court | 0.46 | Edge Milling, Patching and Resurfacing |
| | | | |

PRICING SHEET ITB #2488-B FY25 Resurfacing Project

Responder agrees to perform all the work described in the Contract documents for the following prices:

| ITEM NO. | DESCRIPTION | UNIT | QTY | Unit Cost | Total Cost |
|-------------|---------------------------------------|------|--------|-----------|------------|
| 150-1000 | Traffic Control | LS | 1 | | |
| 210-0200 | Grading per Mile | LM | 4.11 | | |
| 402-3130 | 12.5mm | TN | 2,700 | | |
| 402-3103 | 9.5mm Type 2 | TN | 2,850 | | |
| 402-4510 | 12.5mm with Polymer | TN | 3,790 | | |
| 402-3190 | 19mm Patching | TN | 3,750 | | |
| 415-5000 | OGI | TN | 1,900 | | |
| 407-0010 | Crack Sealing | CLM | 4.16 | | |
| 413-0750 | Bitum Tack Coat | GAL | 11,144 | | |
| 432-5010 | Mill Asph Conc Pvmt, Varible Depth | SY | 51,000 | 9 | |
| 653-1502 | 5" Yellow Thermoplastic Striping | LF | 45,572 | | |
| 653-1501 | 5" White Thermoplastic Striping | LF | 46,478 | | |
| 653-3501 | 5" White Skip Thermoplastic | GLF | 215 | | |
| 653-0120 | Arrows, TP 2 | EA | 13 | | |
| 653-6006 | Thermoplastic Traf Striping White | SY | 33 | | |

| 653-1704 | 24" Stop Bars | LF | 7 | | |
|----------|-------------------------|----|-------|------------------|--|
| 653-0100 | R.R. Crossing (9024A) | EA | 2 | | |
| | Thermoplastic Word ONLY | EA | 1 | | |
| 654-1001 | RPMS (Type 1, 2 & 3) | EA | 1,140 | | |
| 700-6910 | Permanent Grassing | AC | 2.5 | | |
| | | | | 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.

| CONADANIV NANAE | |
|-----------------|--|
| COMPANY NAME | |

EXCEPTIONS TO SPECIFICATIONS ITB #2488-B FY25 Resurfacing Project

| | | |
|------|------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |