

## DeKalb County Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

#### May 29, 2018

#### INVITATION TO BID (ITB) NO. 18-100921

#### **FOR**

#### PHASE ONE SPLOST ROAD RESURFACING PROJECT

DEKALB C	OUNTY, GEORGIA
Procurement Agent: Phone: Email:	Charles N. Smith (404) 371-6337 <a href="mailto:cnsmith1@dekalbcountyga.gov">cnsmith1@dekalbcountyga.gov</a>
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.)	May 30 <sup>th</sup> and June 6, 2018 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A (Meetings are held at 10:00 a.m. and 2:00 p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"
Mandatory Pre-Bid Conference and Site Visit:	June 7, 2018, 10:00 A.M. Purchasing and Contracting Main Conference Room, 2 <sup>nd</sup> Floor 1300 Commerce Drive Decatur, Ga 30032
Deadline for Submission of Questions: Bid Opening: Price Schedule Opening:	5:00 P.M. ET, June 14, 2018 3:00 P.M. ET, July 10, 2018 3 – 5 Business days after Bid Opening
I'S NAME AND ADDRESS:	TELEPHONE AND FAX NUMBERS WITH AREA

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print):  Federal Tax ID No.	TELEPHONE AND FAX NUMBERS WITH AREA CODE: Phone: Fax: E-mail:
ARE YOU A DEKALB COUNTY FIRM? Yes No	
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:	SIGNER'S NAME AND TITLE (Type of Print):  ———————————————————————————————————

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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#### INVITATION TO BID OVERVIEW

#### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for ITB No. 18-100921, **Phase I Patching, Milling, Leveling, and Resurfacing Road Work for DeKalb County** from responsible bidders.

#### **B. GENERAL INFORMATION:**

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued: May 29, 2018

Mandatory DeKalb First LSBE Meeting: May 30<sup>th</sup> and June 6<sup>th</sup>, 2018

(Bidders must attend 1 meeting on either 4572 Memorial Drive, Decatur, Georgia 30032

of the dates listed.) Main Conference Room - A

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Mandatory Pre-Bid Conference Visit: June 7, 2018, 10:00 A.M.

Purchasing and Contracting Main Conference Room, 2<sup>nd</sup> Floor

1300 Commerce Drive Decatur, Ga 30032

Deadline for Submission of Questions: 5:00 P.M. ET, June 14, 2018

Bid Opening: 3:00 P.M. ET, July 10, 2018

Price Schedule Opening: 3-5 Business days after Bid Opening

Bids Valid Until: Bids shall be valid for 90 days from and including

the bid opening date.

#### Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting Maloof Administration Building 1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030, not later than 3:00 P.M. ET, July 10, 2018

# \*\*\*NEW-PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\*

Submit **one original bid package** (inclusive of the <u>entire</u> Invitation to Bid document and required documents with the exception of the price schedule) stamped "Original" and **two sealed identical copies** stamped "Copy" of the bid package to the address listed above.

#### 2. CONTACT PERSON:

The contact person for this bid is Charles N. Smith, Senior Procurement Agent. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at (404) 371-6337 or via email at cnsmith1@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the

bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

#### 3. OUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., <u>must be requested in writing</u> and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid <u>will</u> be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on June 14, 2018.

#### 4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website. http://www.dekalbcountyga.gov/purchasing/pc index formal solicitations.html. Bidder should regularly check the County's website for addenda.

#### INVITATION TO BID PROCEDURES

#### A. BIDDER INFORMATION:

- 1. FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENEVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.
- 2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
- 3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- 4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting

Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

- 5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
- 6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- 7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

#### 8. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

#### 9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

- 10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
- 11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

#### 12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization

Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any subsubcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

#### 13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <a href="http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf">http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf</a>
- b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <a href="https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program">https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</a>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

#### 14. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworkforce.org or 404-687-3400.

#### 15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

#### 16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

#### 17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### 18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

#### B. BID SUBMITTAL:

- 1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- 2. Bidders shall complete and submit Attachment A Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
- 3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
- 4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and "ITB No. 18-100921 for Phase I Patching, Milling, Leveling, and Resurfacing Road Work for DeKalb County" on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature

opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

#### C. CONTRACT AWARD:

- 1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- 2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
- 3. The County reserves the right to reject any and all bids, to waive informalities, and to readvertise.
- 4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

#### GENERAL TERMS AND CONDITIONS

- **A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- **B.** The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- **C.** Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

#### D. DELIVERY:

l.	Delivery of services or good request.	ds will commence	within ten	days (10) calendar days upon
	Bidder state agreement:	Yes		No
	Contact Person:			
	Telephone Number:		Cellular Pl	hone Number:
	Address:			

Alternate delivery time  $\underline{may}$  be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

2. All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

#### E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

#### F. FOREIGN PRODUCTS:

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America; however, foreign products may be considered provided it is so stated. Bidder certifies
that items offered on this bid is/are manufactured and produced in the United States.
Yes No
If "No", state the exact location of plant or facility where items will be produced:

DeKalb County prefers to buy items produced and/or manufactured in the United States of

#### G. COUNTY REQUIREMENT:

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

#### H. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of one year (365) days after acceptance. The Contractor shall not be

liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

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#### I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

#### J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

#### K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

#### L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

#### M. PRICING:

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and

its bid may be rejected.

- 2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
  - To Contractor's customers.
  - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

- 3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.
- 4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

#### N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and <u>must</u> contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

- 2. Invoice(s) must be submitted as follows:
  - a. A copy of the original invoice(s) must be submitted to the department requesting services.

DeKalb County Government Public Works – Roads and Drainage Attn: Reginald Hodges 727 Camp Road Decatur, GA 30032

- b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at <a href="www.dekalblsbe.info">www.dekalblsbe.info</a>.
- 3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

#### O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

#### P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

#### Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole

discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

#### **R. RIGHT TO AUDIT:**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

#### S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

#### T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

#### U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of

termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### W. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

- 1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
- 2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
  - a. Certificates must cover:
    - i. Statutory Workers Compensation
      - (1) Employer's liability insurance by accident, each accident \$1,000,000
      - (2) Employer's liability insurance by disease, policy limit \$1,000,000
      - (3) Employer's liability insurance by disease, each employee \$1,000,000
    - ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
    - iii. Commercial General Liability Insurance
      - (1) Each Occurrence \$1,000,000
      - (2) Fire Damage \$250,000
      - (3) Medical Expense \$10,000
      - (4) Personal & Advertising Injury \$1,000,000
      - (5) General Aggregate \$2,000,000
      - (6) Products & Completed Operations \$1,500,000
      - (7) Contractual Liability where applicable
  - b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
  - c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
  - d. Contractor agrees to waive all rights of subrogation and other rights of recovery

- against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
- f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
- h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- i. Certificates to contain the location and operations to which the insurance applies.
- j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- 1. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia
Director of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

#### X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal

weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

#### Y. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

#### Z. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

#### AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

#### **BB. SOLE AGREEMENT:**

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

#### CC. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

#### DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

#### If to the County:

Chief Procurement Officer
Department of Purchasing and
Contracting Maloof Administration
Building
1300 Commerce Drive, 2<sup>nd</sup> Floor
Decatur, Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

#### **EE. GEORGIA OPEN RECORDS ACT:**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

#### FF. COOPERATIVE PROCUREMENT

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

#### **MINIMUM SPECIFICATIONS**

### Project Name: SPLOST PHASE 1 PATCHING, MILLING, LEVELING, AND RESURFACING ROAD WORK FOR DEKALB COUNTY

**Bid Invitation No.: 18-100921** 

#### **Minimum Technical Specifications**

#### I. GENERAL CONDITIONS

- A. The scope of work to be performed under the provisions of these contract documents consists of furnishing all materials, machinery, equipment, tools, and the performance of all necessary labor, including all work appurtenant thereto, for the Patching, Milling, Leveling, and Resurfacing of various DeKalb County roads located in DeKalb County, Georgia. The work includes, but is not necessarily limited to the following; repair, patching, milling, leveling, and resurfacing.
- B. The work to be performed under this contract document shall be located in various parts of the DeKalb County, Georgia. For a list of locations see Section VI. Summary of Quantities, and Requirements located in this document.
- C. Work site access shall be granted by the Contractor. The County shall at all times have access to the Work wherever it is in preparation or in progress. The Contractor shall provide proper facilities for such access when instructed by the County Engineer.
- D. Before ordering materials or commencement with work which is dependent on proper sizing of an installation or resurfacing quantities, the Contractor shall verify all dimensions or quantities by taking measurements and shall be responsible for the correctness or changes in measurements made by the Contractor. No considerations will be given to any claim based on the differences between the actual dimensions or quantities and those indicated in field conditions.
- E. All materials shall be certified. The County may require and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished. This shall include but not limited to the following paint required for temporary striping, asphalt materials, binder, tact, and other materials used for road repair and resurfacing. The Contractor shall supply the county in advance an approved Georgia Department of Transportation job mix formula for the topping mixes used in this contract.
- F. The Contractor shall observe all restricted hours where specified when performing work on County roads. All cost for work restriction hours shall be borne by the Contractor. The contractor must adhere to the County Ordinance (Section 23-2) pertaining to roads with restricted work hours. The working hours will be 7:30am 6:00pm (Monday-Friday) and 8:00am 6:00pm (Saturday) on roads that are not listed. There will be no working hours on Sundays and County observed Holidays. It shall be the Contractors responsibility to provide all necessary specialized equipment such as lights, personnel, labor, and notifications to perform all activities when working during restrictive hours.

- G. All cost for work restriction hours shall be borne by the Contractor. It shall be the Contractors responsibility to provide all necessary specialized equipment such as lights, personnel, labor, and notifications to perform all activities when working during restrictive hours.
- H. Work shall commence within ten (10) days from the receipt of the written Notice to Proceed.
- I. After notification of award and prior to start of any work, the Contractor shall submit it proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the projects. These include, but are not limited to: estimated starting and completion date of various activities.
- J. The Contractor shall prosecute this Contract with all necessary equipment and personnel to complete the work in 365 calendar days. Failure or delay in completing work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed in accordance with GDOT Standard Specifications Construction of Transportation System, Edition 2001, Section 108.08-"Schedule of Deductions for Each Day of Overrun in Contract Time". A penalty of six hundred dollars (\$600.00) per day shall be charged to the Contractor for each day exceeding three hundred and sixty-five (365) days.

#### K. ADDITIONAL RESPONSIBILITIES

- 1. It shall be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with the utility owners and the utility locations that exist on the site.
- 2. It shall be the Contractor's responsibility to coordinate his work with any work to be performed by the utility owners or others in any right-of-way clearance and to arrange a schedule of operations that will allow for the completion of the project without any undue delay.
- 3. The Contractor will not be compensated for any delay or damage caused by utility owner's failure to remove or relocate the utility facilities, obstruction, or any other item to clear construction in advance of this work.
- 4. All items which must be removed during construction and are not specifically shown to be paid for otherwise, shall be removed and the cost shall be included in other work. No claims will be considered for extra compensation.
- 5. The adjustment of all sanitary and water main structures to final grade shall be performed by the others and is not included in the scope of work for this project.
- 6. The Contractor will perform all work necessary for temporary striping. All temporary striping shall be in compliance with "Manual on Uniform Traffic Control Devices for Streets and Highways 2009 Edition and GDOT standards.
- 7. The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and

lights necessary to control the traffic and protect the public shall be furnished by the Contractor. All traffic control devices will be in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways 2009 Edition.

- 8. It shall be the Contractor's responsibly to protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken sidewalks, curbs or catch basins shall be replaced or repaired at the Contractor's own expense.
- 9. The contractor shall use considerable care in protecting the riding surface of all roadways. Gouges, edge failures and curb damage will be corrected to the satisfaction of the County's Engineer at no additional cost to the County.
- 10. Any clearing, grubbing, temporary grassing and erosion control items that are necessary to the Project will be considered a part of other payment items and will be provided to the satisfaction of the County's Engineer at no additional cost to the County. All grassing will be replaced in kind, or as directed by the Engineer.
- 11. In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.
- 12. The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops. Any damage to traffic signal sensor loops shall be repaired at the Contractor's expense. Any damage to traffic signal loops shall be reported to the DeKalb County Traffic Engineer immediately.
- 13. In the event that compliance with the objectives stated herein, or contained in the Contractor's approved alternate Sequences of Operations, GDOT Standard Specifications, Section 150 is not achieved, the Engineer will close down all operations being performed except traffic control and erosion control. The County may also withhold any payments due, when necessary, until all the requirements herein have been met.

#### II. GENERAL CONSTRUCTION GUIDELINES & SPECIAL PROVISIONS

- A. The Contractor shall comply with the following construction guidelines and special provisions for this project:
  - 1. Manual for Uniform Traffic Control Devices for Streets and Highways, Millennium Edition (MUTCD) Georgia Department of Transportation, 2009 Edition.
  - 2. Georgia Department of Transportation (GDOT) Standard Specifications 2001 Edition
  - 3. Georgia Department of Transportation Special Provision Sections 150, 400, and 828 along with GDOT Special Provision 402 shall be included in this bid document for your convenience.

The above listed specifications may be reviewed online at the Georgia Department of Transportation website at

http://mydocs.dot.ga.gov/info/designbuild/Shared%20Documents/0012722/GDOT%20Shelf,%20Supplemental,%20and%20Reference%20Special%20Provisions/2013%20GDOT%20Standard%20Specifications.pdf%23search=standard%20specifications.

- B. If there is a conflict between the Special Provisions for DeKalb County and the GDOT Standard Specification, 2001 Edition or the GDOT Special Provisions, the updated GDOT Special Provisions shall govern.
- C. In addition to the contact documents, the Contractor shall perform the Work in accordance with the Georgia Department of Transportation Standard Specifications, 2001 Edition, unless Special Provisions and contract notes contained herein states otherwise.
- D. All traffic directions, signage and safety procedures shall be consistent with the Manual for Uniform Traffic Control Devices for Streets and Highways, Millennium Edition (MUTCD) and the Georgia Department of Transportation, 2009 Edition and Georgia Department of Transportation (GDOT) Standard Specifications, 2001 Edition.
- E. The Contractor shall cooperate with the utility owners and the utility locations that exist on the site in compliance with Georgia Department of Transportation Standard Specifications, Section 105.
- F. All preparatory work, cleaning, tacking, and temporary pavement markings shall be considered incidental to the work and no additional cost to the County will be incurred.
- G. Any complaints by the residents of DeKalb County shall be reported to the County's Engineer and receive immediate response from the Contractor.

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#### III. DEFINITIONS AND TERMS SPECIAL PROVISION FOR DEKALB COUNTY

SECTION 101- DEFINITIONS AND TERMS: Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 2001 Edition, and the Special Provisions and Supplemental Specifications modifying the 2001 Edition will be modified as indicated below:

Retain as written except as follows:

SECTION 101.14 COMMISSIONER: Delete in its entirety

SECTION 101.31 HOLIDAYS: Delete and replace with the following County List:

January 1, 2018	NEW YEAR'S DAY
THIRD MONDAY IN JANUARY	MARTIN LUTHER KING JR.'S BIRTHDAY
THIRD MONDAY IN FEBRUARY	PRESIDENT'S DAY
LAST MONDAY IN MAY	MEMORIAL DAY
July 4, 2018	INDEPENDENCE DAY
1ST MONDAY IN SEPTEMBER	LABOR DAY
NOVEMBER 11	VETERAN'S DAY
4TH THURDAY IN NOVEMBER	THANKSGIVING DAY
4TH FRIDAY IN NOVEMBER	DAY FOLLOWING THANKSGIVING
December 25, 2018	CHRISTMAS DAY

#### IV. ROAD REPAIR, PATCHING, MILLING, AND RESURFACING SPECIAL PROVISIONS

- A. It is intended that all bituminous asphalt concrete furnished and placed shall be hot mix recycled asphalt, in accordance with Section 402 of the Standard Specification of the Georgia Department of Transportation. The Contractor shall have the right, upon notifying the County of his intention, to substitute bituminous asphalt concrete consisting of 100% virgin material, for the recycle mix. The substitute mix shall meet all the applicable Georgia Department of Transportation specifications for virgin mix, and no additional compensation will be made to the contractor for the use of this mix.
- B. All patching shall be performed prior to resurfacing. The Contractor shall patch and repair the failed areas, as indicated by the County Engineer. The Contractor shall not be responsible for repair of base failure repairs. All base failure repairs shall be the responsibility of the County. All patches shall be at a minimum depth of two (2) inches.
- C. The Contractor shall give the County at least 24 hour's notice before proceeding with patching a particular location.
- D. Streets that are milled shall be paved the same day to seal the base material.
- E. Patching shall be filled to existing depth unless otherwise directed by the County Engineer. All removal and patching operations at any site shall be completed within the same day. Where is required, Milling depth varies with conditions and shall be the contractor's responsibility to verify depths.

- F. The edges around the patch shall be tack coated using GDOT approved material.
- G. Recycled asphalt concrete F-Mix (9.5mm) with Bitum Material and H Lime or Binder (19mm) shall be used for road patching unless otherwise indicated by the County Engineer. All patch work shall be in compliance with GDOT Standard Specifications and drawings entitled "Typical Patching Section" located under Section VIII. Patching, Milling, Resurfacing and Technical Drawings Specifications located in this contract.
- H. The contractor shall remove all speed humps from the roadway no sooner than five (5) working days prior to resurfacing the roadway.
- I. All road patch work and removal of speed humps shall be including in under Pay Item No. 402-1802. For a list of roads requiring speed humps removal see Section VI. Summary of Quantities.
- J. On roads to be milled, all structures must be lowered sufficiently into the base to allow for continuous profiling unless otherwise specified. For manhole adjustments specifications see Section V. Lowering of Manhole & Minor Adjustment Special Provisions.
- K. All roads requiring Milling shall be incompliance with GDOT standard specifications and drawings entitled "Typical Milling Section" located under Section VIII. Patching, Milling, Resurfacing and Technical Drawings Specifications located in this contract. For road milling depths, see Summary of Quantities and Requirements located in this contract documents. Milling cost and lowering of structures shall be included in bid Pay Item No. 432-5010.
  - L. The cut edges shall be left neat, vertical and in straight lines. The Contractor shall brush and sweep the milled surface by mechanical means to produce a clean and regular running surface with a groove depth not greater than 10 mm, and with a uniform texture.
  - M. On roads where milling is carried out on a roadway open to traffic, temporary ramping to ensure the safe passage of vehicles shall be provided.
  - N. Immediately after milling, surplus materials shall be removed by a machine of suitable and efficient design and the milled surface swept to remove all dust and loose debris. Every measure and effort shall be taken by the contractor to prevent construction debris from entering into the storm drain system.
  - O. The material removed from the roadway shall be removed from the site, unless otherwise directed by the County. No stockpiling shall be allowed on Site.
  - P. The contractor shall clean up the job site daily prior to their departure.
  - Q. Bitum tack coat shall be used in accordance with provisions of Section 413 of the GDOT Standard Specifications and included in the bid price for Recycled Asphalt Concrete 9.5 MM Superpave, Type II, Blend 1 included Bitum Material and H Lime.
  - R. All roads to be resurfaced shall be in incompliance with GDOT standard specifications and contract drawing entitled "Typical Resurfacing Section" located under Section VIII. Patching, Milling, Resurfacing and Technical Drawings Specifications located in this contract. The cost for resurfacing

shall be included in bid Pay Item No. 402-3102. All roads shall be resurfaced with 9.5MM asphalt mix unless otherwise directed by the County Engineer.

- S. The Contractor shall adjust all storm drain drop inlets and storm drain manholes to final grade. Roads requiring storm drain lid adjustments can be found in the Summary of Quantities Sheet. The cost to adjust storm drain drop inlets and drain manholes shall be included in Pay Item No. 611-8055. The adjustment of other structures to final grade will be performed by others.
- T. Roads must be resurfaced within fourteen (14) business days after patching is completed.
- U. Equipment Mobilization Any and all equipment being carried, greater than one (1) mile, must be transported by a lowboy.

#### V. PAVEMENT MARKINGS FOR ROADS AND PARKING LOT (ALL ITEMS)

#### Section 1. CONTRACTOR RESPONSIBILITY

The contractor shall furnish all labor, materials, machinery, tools, apparatus, equipment, expertise, and all items necessary for Pavement Marking of various County Roads & Parking Lots.

#### Section 2. SCOPE OF SERVICES

The CONTRACTOR shall perform and carry out services for items outlined in the Price Schedule, and as specified herein in accordance with the Georgia Department of Transportation Standard Specifications, 2013 Edition, sections 652 and 653.

#### Section 3. SERVICES PROVIDED BY CONTRACTOR

The CONTRAACTOR agrees to perform the services in strict accordance with the Georgia Department of Transportation Standard Specifications, 2001 Edition Sections 652 and 653, http://tomcat2.dot.state.ga.us/ContractsAdminstration/uploads/DOT%202001.pdf

#### Section 4. <u>SERVICES PROVIDED BY THE COUNTY</u>

It is agreed and understood that certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the CONTRACTOR unduly in the performance of the CONTRACTOR'S obligations under the terms of this Agreement.

The services shall include giving prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any defect in the project or changes circumstances.

#### Section 5. TIME OF PERFORMANCE

All projects shall be completed within a timeframe reasonably agreed between the Contractor and the County.

#### VI. TRAFFIC CALMING DEVICES / SPEED HUMPS

Traffic calming devices shall be removed only when permitted by the Site Engineer or Project Manager.

#### VII. TRAFFIC LOOP VEHICLE DETECTING CONTROL SYSTEM

The CONTRACTOR shall remove Traffic Loop Vehicle Detecting Control System only when permitted by the Site Engineer or Project Manager.

#### VIII. LOWERING OF MANHOLE & MINOR ADJUSTMENTS SPECIAL PROVISIONS

The CONTRACTOR shall remove Traffic Loop Vehicle Detecting Control System only when permitted by the Site Engineer or Project Manager.

- A. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications, Section 611. All cost for shall be included in Pay Item No. 611-8055
- B. The following method and procedure shall be used in the adjustment of manhole structures: Lowering the Manhole Approved Method
  - 1. Remove the asphalt from the manhole cover and the lip of the manhole frame. The Contractor shall pre-mark the cover's position. At this time, the set of the cover within the frame shall be checked and the following actions taken:
    - a. If the cover is worn so that it is not level with the top of the frame, the existing frame and cover shall be removed and replaced with a new frame and cover equipped with gasket and notify the County Engineer.
    - b. If the cover can be made to rock within the frame due to uneven wear of the contact surfaces, either the frame or cover or both shall be replaced and notify the County Engineer.
    - c. If neither condition (a) nor (b) exists, continue the Contractor shall process with Step 2.
  - 2. The Contractor shall remove a 30-inch area surrounding the manhole ring (unless removing the Barton-Southern style manhole then the entire section of concrete must be removed) and excavate to a solid surface below the base of the frame. This solid surface may be either compacted fill or concrete. The depth of the excavation shall be determined based on the frame height plus two 3-inch ring risers at all points.
  - 3. A jack hammer shall be used to extend the vertical cut down to the solid surface. The contractor shall ensure that no undermining of the existing surface occurs. The Contractor shall remove all asphalt, concrete, and fill from this excavation. Any loose material shall be shoveled and finally blown out with an air hose.
  - 4. Remove the cover and lift the existing frame off the surface on which it rests. Remove all loose mortar, loose bricks, and other material from this surface down to the required elevation until a solid base is attained both in the excavation and beneath the existing frame.
  - 5. Replace the frame measuring to the finish grade to verify that the correct depth has been attained with the addition of the two 3 inch rings. If the original frame is to be used, the frame shall be wire brushed or sandblasted until all rust and debris has been removed. Small pieces of concrete or asphalt bonded to the frame need not be removed if they withstand the brushing or sand

blasting.

- 6. Metallic shims shall be used under the manhole frame to level with the pavement. Using strings stretched cross the pavement in both directions (both perpendicular to and parallel to the roadway); ensure that the level of the manhole matches the pavement. No tolerance shall be permitted.
- 7. The shims shall be cast iron, stainless steel; or hot dipped galvanized steel. They may be built up with flat plates made of the same material if necessary: Broken pieces of brick, rocks, or other materials are not to be used as shimming material. The frame is to be shimmed in four locations only, at one point on each side of the frame, both perpendicular to and parallel to the roadway.
- 8. The Contractor shall place and inflate an expandable tube inside the frame so that it seals off the open area between the underside of the frame and the surface on which the frame previously rested. This allows the collar to be poured at the same time the excavation is filled.
- 9. Using a hand or machine operated tamping device, moisten the excavation and tamp the earth until it is tightly compacted.
- 10. Pour Class "A" concrete cap a minimum of 12 inches in diameter around the entire manhole to a minimum depth of 12 inches in height; Under no circumstance shall the concrete reach a height above the frame (see Technical Drawing DS-4 under VIII. Patching, Milling, Resurfacing, and Technical Drawings Specifications).

CAUTION: This is a critical step. The excavation must be moistened before concrete is placed to keep it from drawing water from the concrete and thereby contributing to defects in the concrete. Moisture also improves the tamping process. Tamping must be performed to insure a solid surface that will not settle when the concrete is placed.

Using trowels, work the concrete until it is level creating a smooth finish, leaving no depressions or ridges around the frame. This will require continual reworking due to the concrete will tend to flow downhill and must be worked until it holds its shape.

11. Allow the concrete to cure as per GDOT Construction Standard Specifications.

CAUTION: Do not place concrete when the temperature is expected to drop below 40 degrees in the next 6 hours.

12. The contractor shall replace manhole lid and repair the roadway by temporary paving over the manhole until the milling and paving operation has been completed. Once this has been completed and smoothness testing has been approved by the County Engineer, The Contractor shall notify the County Engineer to raise the Manhole upon completion of road resurfacing.

#### X HOT MIX RECYCLED ASPHALTIC CONCRETE SPECIAL PROVISIONS

- A. The Contractor shall, submit to the County a written job mix formula proposed for each mixture type to be used based on an approved mix design. Job mix Formula shall be in compliance with GDOT Standard Specifications Construction 2001 Edition. The following data for each mix shall be provided to the County:
  - 1. Specific project for which the mixture will be used
  - 2. Source and description of the materials to be used
  - 3. Mixture I.D. Number
  - 4. Proportions of the raw materials to be combined in the paving mixture
  - 5. Single percentage of the combined mineral aggregates passing each specified sieve.
  - 6. Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture.
  - 7. Single temperature at which to discharge the mixture from the plant
  - 8. Theoretical specific gravity of the mixture at the designated asphalt content
  - 9. Name of the person or agency responsible for quality control of the mixture during production.
- B. To ensure quality job mix formula, the Contractor shall:
  - 1. Submit proposed job mix formulas for review at least two (2) weeks before beginning the mixing operations for work to be performed under this Contract document. For a general description of asphalt mix see proposal pay items as specified in this document.
  - 2. The Contractor shall not start hot mix asphaltic concrete work until the County has approved a job mix formula for the mixture to be used. No mixture will be accepted until GDOT and the County has given approval.
  - 3. Upon receiving approved mix, the contractor shall submit the following to the County:
    - a. A prepared submittal showing each job mix formula approved by the GDOT and the asphalt plant manager prior to production.
    - b. The Contractor shall provide all quality control test including load test results.
    - c. Upon request, provide material certifications to the Engineer.
    - d. Submit Hot Mix Asphalt certifications for all bid items with HMA quantities according to GDOT Standard Specifications Construction 2001 Edition Section 400
    - e. Weight receipts should include mix size and type and/or correlate to the bid item as specified in the contract document.

## XI. PATCHING, MILLING, RESURFACING, AND TECHNICAL DRAWINGS SPECIFICATIONS

Typical Milling Section	DS-1, Page 31
Typical Patching Section	DS-2, Page 32
Typical Resurfacing Section	DS-3, Page 33
Typical Manhole Adjustment Diagram Section	DS-4, Page 34

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#### IX. SUMMARY OF QUANITITES AND REQUIREMENTS

FIGURE 1 TYPICAL MILLING SECTION DS-1
FIGURE 2 TYPICAL PATCHING SECTION DS-2
FIGURE 3 RESURFACTING SECTION DS-3
FIGURE 4 MANHOLE ADJUSTMENT DIAGRAM SECTION

ATTACHMENT ONE - SPLOST PHASE ONE AREA A ATTACHMENT TWO - SPLOST PHASE ONE AREA B ATTACHMENT THREE - SPLOST PHASE ONE AREA C ATTACHMENT FOUR - MAP

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Figure 1

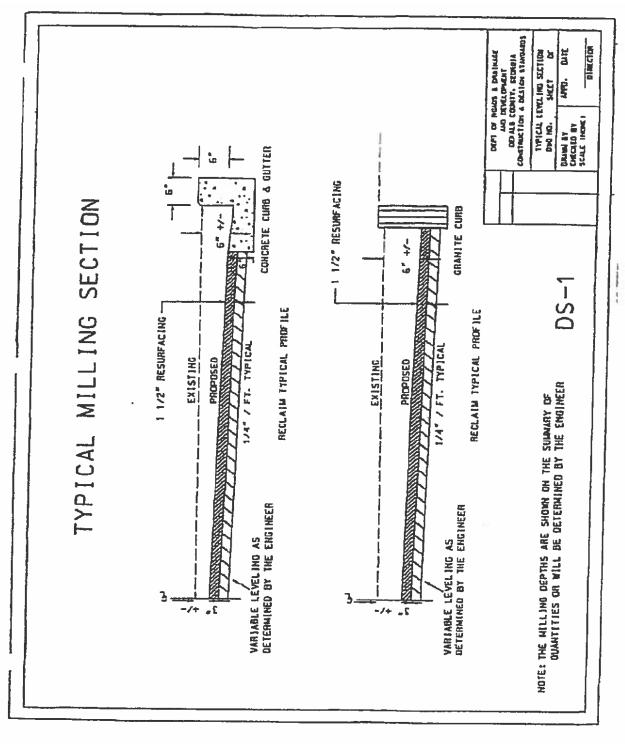


Figure 2

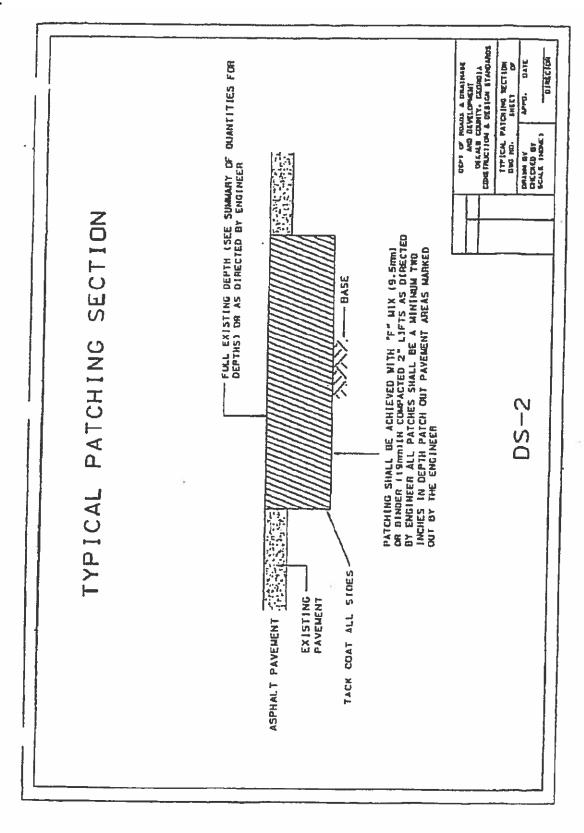


Figure 3

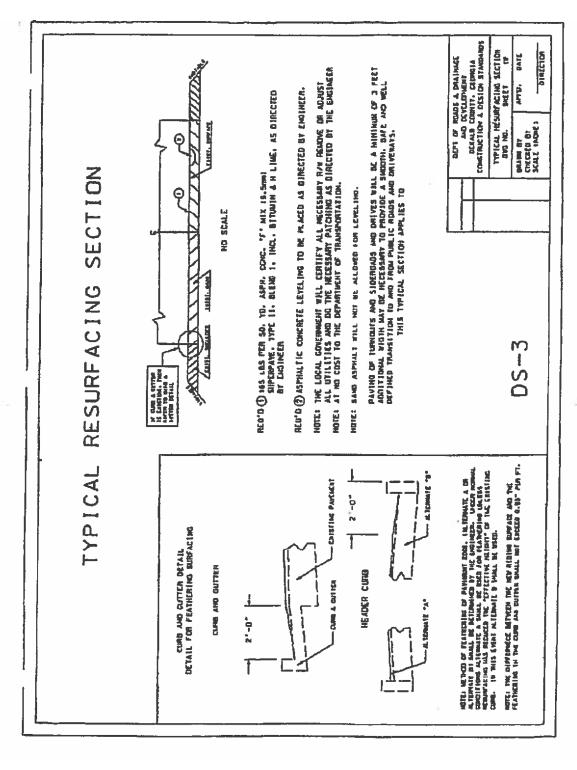
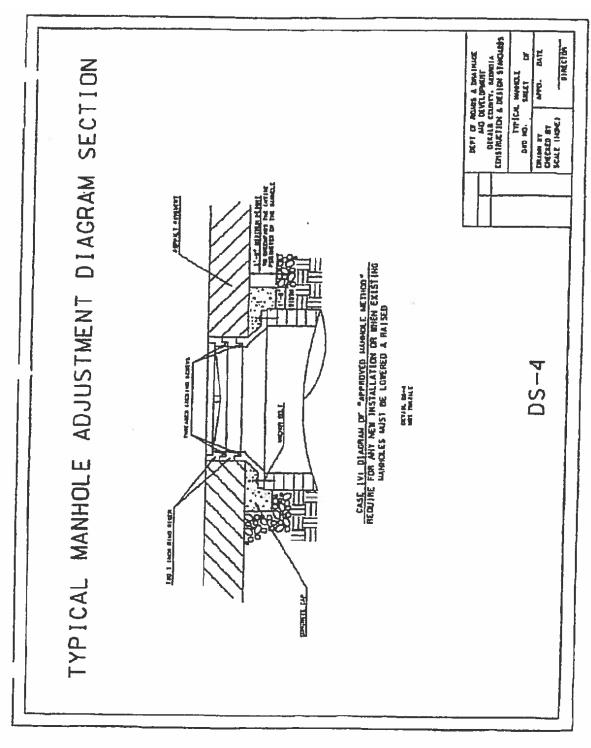


Figure 4



# ATTACHMENT ONE 1 OF 3

# SPLOST PHASE 1 - AREA A

STREET	FROM	01	HL9N31	MILLING	TEVELLING	PATCHING	RESURF	STRIPING	SQII	6	OZ.	WIDTH	DIST	=	CMDST	SPCMDST
ABINGDON CT	ABINGDON DR	CUL DE SAC @ 986	0.22	00:0	0.00	425	255			2.5	1.5	24	18	93	4	9
ALDERBROOK RD	LAVISTA RD	CUL DE SAC @ 1945	1.13	0.00	0.00	2839	1419			е	1.5	56	18	149	2	9
ALLANA DR	ALLANA CT	CUL DE SAC @ 449	0.28	0.00	0.00	519	311			2.5	1.5	23	18	34	4	7
ALPINE HILLS CT	CENTRAL DR	CUL DE SAC @ 1122	60'0	0.00	0.00	174	104			2.5	1.5	24	18	93	4	9
APPLE ORCHARD RD	HENDERSON CREEK RD	BOLERO DR	71.0	0.00	0.00	394	197			3	1.5	24	18	249	1	7
ARBORVISTA DR	LAVISTA RD	BILTMORE DR	0.37	0.00	0.00	300	400			8	1.5	56	18	110	2	9
ARNOLD AVE	PALAFOX DR	DEAD END @ 1412	0.34	0.00	0.00	756	378			3	1.5	56	18	107	2	9
ARTESIA DR	CREEKDALE DR	SEVILLE DR	0.21	0.00	0.00	406	243			2.5	1.5	24	18	86	4	9
BABETTE CT	RUE ST MICHEL	CUL DE SAC TO D.E.	0.17	0.00	0.00	329	197			2.5	1.5	24	18	14	4	7
BINGHAM CT	BINGHAM LN	CUL DE SAC @ 4230	0.12	0.00	0.00	232	139			2.5	1.5	24	18	94	4	9
BINGHAM LN	ABINGDON DR	CAVAN DR	0.25	0.00	0.00	483	290			2.5	1.5	24	18	8	4	9
BOLERO DR	HENDERSON MILL RD	3269 BOLERO DR	0.25	0.00	0.00	821	411			ю	1.5	34	18	249	1	7
BRAMWELL CT	BRAMWELL DR	CUL DE SAC @ 956	60'0	0.00	0.00	174	104			2.5	1.5	24	18	93	4	9
BRENGARE DR	SCOTT CIR	SUNNYBROOK DR	0.27	0.00	0.00	829	339			ю	1.5	56	18	61	2	9
BRIARGLEN CT	BRIARGLEN DR	CUL DE SAC @ 3897	0.17	0.00	0.00	329	197			2.5	1.5	24	18	797	1.	7
BROWNELLAVE	CHAPEL ST	ALTACREST DR	0.14	0.00	0.00	225	135			2.5	1.5	20	18	46	4	9
BRY-MAR DR	PAYTON RD	CUL DE SAC @ 2268	0.17	0.00	0.00	356	214			2.5	1.5	56	18	207	1.	7
BURLINGTON PL	RIDGEWOOD DR	EMORY CIR	60'0	0.00	0.00	87	52			2.5	1.5	12	18	25	2	9
CABOT CT	BRAMWELL DR	CUL DE SAC @ 997	0.16	0.00	0.00	309	186			2.5	1.5	24	18	93	4	9
CARTWRIGHT DR	LAVISTARD	PONDEROSA CIR	0.27	0.00	0.00	565	339			2.5	1.5	56	18	162	2	9
CEDAR PARK CT	CEDAR PARKCIR	CUL DE SAC @ 4761-62	0.05	0.00	0.00	93	92			2.5	1.5	23	18	123	4	7
CENTRAL DR*	GOLDSMITH RD	N HAIRSTON RD	0.64	0.00	0.00	2968	1113	YES		4	1.5	36	18	124	4	7
CHANTERELLE DR	ROCKBRIDGE RD	DEAD END	0.33	0.00	0.00	638	383			2.5	1.5	24	18	34	4	7
CHEVIOT DR	KINGSWOOD DR	DEAD END	0.24	0.00	0.00	603	301			6	1.5	56	18	12	4	9
CLAIRMONT CIR	N DECATUR RD	CLAIRMONT RD	0.44	0.00	0.00	1105	553			3	1.5	56	18	51	2	6
COSMOS CT	COSMOS DR	CUL DE SAC @ 2614	60'0	0.00	0.00	188	113			2.5	1.5	56	18	247	2	9
COUNTRY SQUIRE DR	DELCOURT DR	DEAD END	0.31	0.00	0.00	719	359			8	1.5	24	18	147	4	6
COUNTRYSIDE CIR SOUTH OLD COUNTRYSIDE CIR	OLD COUNTRYSIDE CIR	ISLAND CUL DE SAC	0.07	0.00	0.00	130	78			2.5	1.5	23	18	123	4	7
CREEKDALE CT	CREEKDALE DR	CUL DE SAC	0.06	0.00	0.00	116	70			2.5	1.5	24	18	88	4	9

# ATTACHMENT ONE 2 OF 3

DANTEL WAY	DEMERE DR	DANTELCT	0.15	0.00	0.00	290	174		_	2.5 1.5	5 24	18	124	4	7
DENSLEY DR	DESMOND DR	PARK LN	09'0	0.00	0.00	1507	754			3 1.5	5 26	18	260	2	9
EXECUTIVE DR	HAMBRICK RD	CUL DE SAC @ 4226	0.50	0.00	0.00	1353	280		60	.5 1.5	3 24	18	122	4	9
FARADAY PL	HARCOURT DR	DELCOURT DR	0.19	0.00	0.00	398	239		12	2.5 1.5	3 26	18	135	3	7
FERNLEAF LN	WOOD TR LN	DEAD END @ 2486	0.13	0.00	0.00	272	163		7	2.5 1.5	97	18	. 62	2	9
FORK CREEK TR	SHETLAND DR	BALSAM DR	0.24	0.00	0.00	483	290		7	2.5 1.5	3 25	18	115	4	9
FRANCINE DR	MICHAEL LN	PARK PROP	89'0	0.00	0.00	1993	854		62	3.5 1.5	97	18	116	4	9
GINGER WOOD DR	CEDAR PARK DR	CEDAR HEIGHTS DR	0.19	0.00	0.00	367	220		2	.5 1.5	24	18	122	4	7
GLADE SPRINGS DR	BRECKENRIDGE DR	CUL DE SAC @ 2866	0.19	0.00	0.00	367	220		2	2.5 1.5	5 24	18	162	1	7
GUNNISON CT	CIMMARRON DR	CUL DE SAC @ 1111-12	0.23	0.00	0.00	444	197		2	2.5 1.5	5 24	18	121	4	9
HENDERSON CREEK RD	LESLIE DR	WAKE ROBIN TR	80.0	0.00	0.00	167	100		2	2.5 1.5	97	18	249	1	7
HICKORY HILLS TR	HICKORY HILLS DR	O.	0.21	0.00	0.00	406	243		2	.5 1.5	24	18	39	4	7
HOMEWOOD CT	N VALLEY DR	N VALLEY DR	0.50	0.00	0.00	1256	628			3 1.5	5 26	18	101	2	9
IMPERIAL DR	FISHER TR	CONTINENTAL DR	0.15	0.00	0.00	314	188		2	.5 1.5	97	18	195	2	9
KINGS ARMS DR	HENDERSON MILL RD	CUL DE SAC @ 2500	0.22	0.00	0.00	407	744		7	2.5 1.5	5 23	18	230	1	7
KINGSWOOD DR	COLLONGWOOD DR	GEORGE LUTHER DR	0.28	0.00	0.00	703	352			3 1.5	97	18	12	4	9
LADOVIE LN	MCCULLY DR	ZELDA DR	0.08	0.00	0.00	167	100		12	.5 1.5	3 26	18	208	1.	7
LARRY LN	SCOTT BLVD	WOODRIDGE DR	0:30	0.00	0.00	754	377			3 1.5	5 26	18	62	2	9
LAVISTA CT	LAVISTA RD	ISLAND CUL DE SAC	0:30	0.00	0.00	754	377			3 1.5	5 26	18	163	2	9
LEAFWOOD DR	GREENBRIAR PL	DEAD END	0.07	0.00	0.00	147	88		7	2.5 1.5	3 26	18	66	4	9
LITTLE JOE CT	CARTWRIGHT DR	CUL DE SAC @ 1684	0.07	0.00	0.00	147	88		2	2.5 1.5	5 26	18	162	2	9
LONE STAR TR	STONEGATE DR	GREENROCK TR	0.41	0.00	0.00	951	475			3 1.5	3 24	18	297	1.	7
LONGBOW DR	SHERWOOD GREENS	CUL DE SAC @ 5799	0.47	0.00	0.00	1045	522			3 1.5	5 23	18	20	4	7
LOUDEN DR	ZELDA DR	DEAD END	0.07	0.00	0.00	147	88		2	2.5 1.5	5 26	18	209	1	7
LUDOVIE LN	LAVISTA RD	DEAD END	0.16	0.00	0.00	245	147		7	2.5 1.5	5 19	18	191	1	7
LULLWATER PKWY	LULLWATER RD	CITY LIMIT (ATLANTA)	0.04	0.00	0.00	84	50		12	2.5 1.5	5 26	18	2	2	9
MALVERN BLVD	681 MALVERN BLVD	DEER LAKE TRAIL	0.07	0.00	0.00	135	81		2	2.5 1.5	3 24	18	08	4	7
MAPLECLIFF DR	ROCKBRIDGE RD	CUL DE SAC @ 489	0.26	0.00	0.00	544	327		2	.5 1.5	5 26	18	39	4	7
MOUNTAIN OAKS PKWY	S DESHON RD	ROCKBRIDGE RD	1.02	0.00	0.00	2365	1183			3 1.5	5 24	18	25	4	7
MOUNTAIN VIEW DR*	SHEPPARD RD	MEMORIAL DR	0.87	0.00	0.00	2354	883	YES		4 1.5	5 21	18	16	4	7
NORSE CT	VIKINGCT	CUL DE SAC @ 934	0.09	0.00	0.00	174	104		12	2.5 1.5	5 24	18	94	4	9
NORTH VALLEY DR	N DRUID HILLS RD	HOMEWOOD CT	0.23	0.00	0.00	482	289		22	2.5 1.5	5 26	18	101	2	9
NORTHBROOK DR	CHAMBLEE TUCKER RD	HIDDEN ACRES DR	0.32	0.00	0.00	804	402			3 1.5	5 26	18	286	1	7

ATTACHMENT ONE 3 0F3

1 1 1 1 9 1 1 9 9 9 9 1 1 9 1 9 9 1 1 4 210 146 126 105 248 192 160 191 149 193 207 163 148 38 30 73 36 10 15 15 20 25 25 30 37 22 92 21 21 18 48 24 56 24 23 24 24 26 24 23 30 24 56 24 23 23 23 56 23 56 24 24 24 24 24 23 24 23 23 24 1.5 3.5 2.5 m m YES YES 276 31,060 378 348 122 78 209 116 83 289 276 189 314 383 290 846 163 522 533 327 377 336 81 167 533 12.52 62,181 756 580 461 204 653 130 628 348 135 155 482 97 278 461 130 135 3339 523 765 483 1975 272 1044 333 1067 560 193 1067 0.00 0.30 0.22 0.11 0.18 0.26 0.05 0.48 90.0 25.08 0.07 0.25 0.33 0.20 0.13 0.45 0.07 0.30 0.29 0.07 90.0 0.26 0.15 0.22 CUL DE SAC @ 6938 & 7065 CUL DE SAC @ 2651-52 CITY LIMIT (STN MTN) CUL DE SAC @ 556-7 CUL DE SAC @ 1364 CUL DE SAC @ 2801 CUL DE SAC'S E & W CUL DE SAC @ 3132 CUL DE SAC @ 1050 CUL DE SAC @ 1778 CUL DE SAC @ 6979 CUL DE SAC @ 6966 CUL DE SAC @ 625 CUL DE SAC @ 462 CUL DE SAC @ 415 CUL DE SAC @ 395 CUL DE SAC @ 503 CUL DE SAC @ 591 CUL DE SAC @ 377 WOODHAVEN DR SHERWOOD CIR FAIROAKS RD 1-285 BRIDGE TRISTAN CIR LAVISTA RD N AKIN DR DEAD END DEAD END DEAD END BAY ST SHEPPARD CROSSING WAY SHEPPARD CROSSING WAY 687-8 RANGEWOOD DR HENDERSON MILL RD **JOUSTON MILL RD** MAID MARION LN :UL DE SAC @ 503 CHESTERFIELD DR SUTTERS MILL RD OBBLESTONE LN BRIDLEWOOD CIR MOKETREE WAY SUTTERS MILL RD CHANTERELLE DR CREEK STONE LN ROCKBRIDGE RD BLACKWOOD RD MTN OAKS PKWY ROCKBRIDGE RD DAK GROVE RD SILVER HILL RD ANDERSON RD PINE ROC DR SHASTA WAY RAZIER RD RAZIER RD CHAPELST AVISTA RD 30GGS DR N AKIN DR SHEPPARD CROSSING CT WHISPERING OAKS CT SHERWOOD OAKS RD SAGAMORE HILLS DR NORTHLAKE PKWY\* WATKINS GLEN RD POPLAR LANE WAY SHEPPARD CROOK RAINIER FALLS DR PENNYBROOK DR RANGEWOOD DR SUTTERS MILL RD WATSON BAY TR SMOKECREEK CT STRAP HINGE TR WIND RUN WAY PANGBORN RD\* PARKSTONE DR SOUTH AKIN DR WILLOW COVE WOODFALLCT TRISTAN WAY ORCHARD DR PANELLUS DR SILVAPINE TR /ISTA TRACE WINLEY DR RIVIERA CT PARK DR REED ST

# ATTACHMENT TWO 1 0F 3

SPLOST PHASE 1 - AREA B

													ľ	ľ	ľ	Ī
STREET	FROM	ρ	LENGTH	MILLING	LEVELLING	PATCHING	RESURF	STRIPING	SQIT	PD	8	WIDTH	DIST	1	CMDST	SPCMDST
ALDERGATE DR	JOHN WESLEY DR	TUDOR CASTLE WAY	0.38	0.00	0.00	704				2.5	1.5	23	15	159	2	7
ALLENDALE DR	GLENWOOD AVE	HILLSIDE AVE	0.25	0.00	0.00	085				3	1.5	24	15	171	3	7
APPOMATTOX DR	BATTLE FOREST DR	MCGLYNN DR	0.25	0.00	0.00	955				3	1.5	23	15	87	3	9
ARCARO CT	WHIRLAWAY DR	ISLAND CUL DE SAC	0.14	0.00	0.00	529	156			2.5	1.5	23	15	124	3	7
ARISTIDES LN	COCKLEBUR TR	S 107' - DE N @ 3626	0.36	0.00	0.00	528				3	1.5	24	15	101	3	7
ARTIST VIEW	WESLEY CHAPEL RD	CUL DE SAC	0.31	0.00	0.00	611	389			3	1.5	56	15	93	3	7
ASHBURY HEIGHTS CT	ASHBURY HEIGHTS RD	CUL DE SAC @ 941	0.08	0.00	0.00	148	68			2.5	1.5	23	15	233	4	9
ASHBURY HEIGHTS RD		CUL DE SAC @ 2850	0.14	0.00	0.00	118	156			3	1.5	23	15	233	4	9
AUTUMN HILL CT	AUTUMN HILL DR	CUL DE SAC	0.13	0.00	0.00	301	151			6	1.5	24	15	222	S	7
BEXIEY DR	MERCER RD	BEXLEY DR	1.00	0.00	0.00	1932	1159			2.5	1.5	24	15	193	2	7
BOULDERVISTA DR	BOULDERCREST RD	ROCKEY VALLEY DR	0.24	0.00	0.00	202	301			2.5	1.5	56	15	22	3	9
BRAFFERTON PL	CARLISLE RD	CUL DE SAC	0.18	0.00	0.00	417				3	1.5	24	15	254	4	7
BROADVIEW CT	CHESTNUT HILL CIR	CUL DE SAC @ 3670	0.15	0.00	0.00	278	167			2.5	1.5	23	15	156	3	7
BROOKVIEW POINT	BROOKSIDE PKWY	CUL DE SAC @ 3825	0.22	0.00	0.00	015	522			3	1.5	24	15	36	3	7
BROWN DR	FLAKES MILL RD	3814 BROWN DR	09.0	0.00	0.00	1159	)			2.5	1.5	24	15	36	3	7
CANDLER WOODS CT	CANDLER WOODS DR	CUL DE SAC @ 2670	0.05	0.00	0.00	26	85			2.5	1.5	24	15	119	3	9
CAVALIER DR	LLOYD RD	CAVALIER WAY	0.49	0.00	0.00	1136	895			3	1.5	24	15	119	3	9
CHAMOIS CT	GREEN HAWK TR	CUL DE SAC	0.12	0.00	0.00	278	139			3	1.5	24	15	131	3	7
CHAPEL MILL BEND	RADCLIFFE BLVD	CUL DE SACS @ 4045 & 4143	0.27	0.00	0.00	979	313			3	1.5	24	15	62	3	7
CHAPEL RIDGE CIR	SUMMIT CROSSING DR	SUMMIT CROSSING DR	0.41	0.00	0.00	156				3	1.5	24	15	94	3	7
CHEROKEE HTS	TO LANI FARM RD	CUL DE SAC @ 1060	0.20	0.00	0.00	444	222			3	1.5	23	15	223	5	7
CHERRY BLOSSOM CT	CHERRY RIDGE DR	CUL DE SAC @ 3563	0.08	0.00	0.00	124				2	1.5	24	15	09	3	7
CHERRYBROOK DR	SNAPFINGER RD	DEAD END @ 2010	0.20	0.00	0.00	419	251			2.5	1.5	56	15	156	3	7
CHESTNUT HILL CIR	SNAPFINGER RD	~	0.67	0.00	0.00	1403				2.5	1.5	56	15	156	3	7
CHIMNEY MILL TR	CHIMNEY RIDGE CT	CUL DE SAC	0.12	0.00	0.00	232	139			2.5	1.5	24	15	59	3	7
CHUKAR TR	BORING RD	DEAD END	0.14	0.00	0.00	271				2.5	1.5	24	15	100	3	7
CLARK DR	LINCOLNDALE DR	LINECREST RD	0.31	0.00	0.00	665	359			2.5	1.5	24	15	9	3	7
CLIFTON FARM DR	CLIFTON SPRINGS RD	WILD SPRINGS CT	0.69	0.00	0.00	1333	800			2.5	1.5	24	15	87	3	9
COHASSETT CT	COHASSETT IN	CUL DE SAC	0.10	0.00	0.00	209				2.5	1.5	56	15	106	3	9
COLUMBIA WOODS CT	TONEY DR	COLUMBIA WOODS DR	0.14	0.00	0.00	293	176			2.5	1.5	26	15	135	3	7
CONVAIR LN	MIDWAYRD	CELIA WAY	0.43	0.00	0.00	1080				3	1.5	26	15	218	3	7
CONWAY RD	FAIRLEE DR	DEAD END #1438	0.29	0.00	0.00	560	280			3	1.5	20	15	201	3	7
CYPRESS RIDGE CIR	ALIGOOD RD	CUL DE SAC	0.10	0.00	0.00	193	116			2.5	1.5	24	15	194	5	7
DELLWOOD PL	MCAFEE RD	OAKLAND TER	0.25	0.00	0.00	523	314			2.5	1.5	56	15	152	3	7
DOVER CASTLE CT	DOVER CASTLE WAY	CUL DE SAC @ 4509	0.08	0.00	0.00	148	89			2.5	1.5	23	15	159	5	7
DOVER CASTLE DR	TUDOR CASTLE WAY	S HAIRSTON RD	0.27	0.00	0.00	600	300			3	1.5	23	15	159	5	7
DURHAM CIR	ROWLAND RD	ALLGOOD RD	0.51	0.00	0.00	986	591			2.5	1.5	24	15	227	4	7
DURHAMSHIRE PL	CARLISLE RD	CUL DE SAC @ 4069	0.13	0.00	0.00	251	151			2.5	1.5	24	15	227	-4	7
FARRAR CT	MINDR	DEAD END @ 619	0.27	0.00	0.00	678				3	1.5	56	15	251	4	9
GAILSMILL CIR	SWEET WATER PKY	CUL DE SAC @ 4356	0.53	0.00	0.00	85	589			2.5	1.5	23	15	31	2	7
GARDEN CIR	MCAFEE RD	SECOND AVE	0.40	0.00	0.00	1005				3	1.5	26	15	149	3	9

ATTACHMENT TWO 2 OF 3

22 164 194 188 254 190 114 146 173 186 144 198 100 28 58 188 100 99 106 202 86 15 15 15 15 15 15 15 15 15 15 15 15 15 15 15 15 12 15 15 15 15 15 15 15 15 15 15 15 15 15 15 24 24 24 24 24 24 24 24 56 24 46 23 56 24 56 56 20 24 56 23 24 24 24 24 23 23 26 20 23 24 56 23 23 23 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 5.5 YES YES 278 844 622 67 188 239 255 394 46 46 339 464 78 122 139 178 189 846 251 213 465 128 176 267 209 267 122 398 425 77 77 565 719 928 130 204 502 354 444 1185 930 309 464 1689 348 367 139 759 477 314 155 533 232 315 315 1693 1037 293 0.00 0.18 0.19 0.34 0.40 0.73 0.06 0.04 0.27 0.22 0.23 CUL DE SAC @ 3629 CUL DE SAC @ 2601 CUL DE SAC @ 3829-32 UL DE SAC @ 4641-42 CUL DE SAC @ 1624 CUL DE SAC @ 1382 DEAD END PAST 3139 EISURE SPRINGS DR PLEASANT RIDGE RD :UL DE SAC @ 4435 :UL DE SAC @ 2355 UL DE SAC @ 3866 UL DE SAC @ 3946 :UL DE SAC @ 3983 :ULDE SAC @ 2913 :UL DE SAC @ 3389 CUL DE SAC @ 3531 UL DE SAC @ 3553 UL DE SAC @ 1491 ULDE SAC (TEMP) **JEAD END @ 1295 JEAD END @ 3177** 3ROOKCREST CIR RAVEN VALLEY CT NEWCASTLE CIR ITY LIMIT (ATL) *TERRY MILL RD* ST PATRICK ST HATFIELD CIR **3URGESS DR** ACKSON DR ARLISLE RD UL DE SAC UL DE SAC UL DE SAC UL DE SAC DERRILL DR UL DE SAC UL DE SAC UL DE SAC TULIP DR WILLA DR VINEHURST VALLEY DR STERLING FOREST DR LEIS URE SPRINGS DR BATTLE FORREST DR LEISURE WOODS LN RIVERCHASE DR RIVER LAKE SHORE SPRING GARDEN LN KINGSWOOD GLEN BOULDERCREST RD DAKVALE HEIGHTS CONSTITUTION RD LEXEMBOURG CIR NORTHSTRAND DR KINGS TROOP RD CAVANAUGH AVE LUXEMBOURG CIR BENNINGTON DR INCOLNDALE DR HUNT WOOD DR RADCLIFFE BLVD GLENFAIR RD (E) GLENWOOD RD GLENWOOD RD GLENWOOD RD MORELAND AVE MOONLIGHT TR SNAPFINGER RD OLD COACH RD ST PATRICK ST INE GLEN CIR COLONY E DR HATFIELD CIR IDGETOP TR CANDLER RD MIDWAY RD ACKSON DR BORING RD MERCER RD ELSTAR DR ORING RD MCGILL DR **TULIP DR** KEY RD NTERNATIONAL PARK DR GLENWOOD DOWNS LN AOONLIGHT FOREST CT RIVERWOOD SPRING ROCKEY VALLEY DR\* EISURE SPRINGS CIR LEASANT RIDGE DR IIGH MEADOW DR HILLSBOROUGH LN UXEMBOURG WAY HIGH MEADOW CT **JORTHSTRAND CT** AVEN VALLEY RD **UXEMBOURG CT** ORTHVIEW AVE SRAND PINES DR HUNT WOOD CT UNT WOOD DR IEWCASTLE CIR OHN ALDEN RD CINGSWOOD PL IIVERCHASE CT ACHCREST CT ARKSPUR TER LD COACH CT HIGH GATE LN AWNDALE CT OCHLAND RD MANASSAS LN INEHURST PL IVER OAK RD EWFIELD CIR CGILL WAY DGETOP CT HAMPTON PL AIDVIEW DR EABODY CT YNWYNLN INDALE CT OMITA RD ATRICK CT OCKE DR EDO AVE NUN IN

# ATTACHMENT TWO 3 OF 3

SANTA MONICA DR	COLUMBIA DR	SAN GABRIEL AVE	0.48	0.00	0.00	1206	603	3	1.5	56	15	185	3	7
SETON HALL WAY	SETON HALL DR	CUL DE SAC	0.25	0.00	0.00	256	278	3	1.5	23	15	37	3	7
SEVEN OAKS CT	SEVEN OAKS CIR	CUL DE SAC @2134	0.08	0.00	0.00	155	93	2.5	1.5	24	15	22	3	9
SIMS RD	PLEAS DR	LINECREST RD	0.29	0.00	0.00	673	336	3	1.5	24	15	5	3	7
SMITHSON CREEK DR	SWEETWATER PKWY	CUL DE SAC @ 4319	0.19	0.00	0.00	352	211	2.5	1.5	23	15	31	S	7
SNAPFINGER BEND	SNAPFINGER LN	CUL DE SAC @ 4458	90.0	0.00	0.00	111	29	2.5	1.5	23	15	95	3	7
SPRINGLEAF POINT	CUL DE SAC	SPRINGLEAFCT	0.31	0.00	0.00	689	344	3	1.5	23	15	253	4	9
TAWNY BIRCH CT	BAXBERRY CT	CUL DE SAC @ 3807	0.18	0.00	0.00	348	209	2.5	1.5	24	15	93	3	7
TRALYN CT	COLUMBIA DR	CUL DE SAC	0.11	0.00	0.00	230	138	2.5	1.5	56	15	102	3	7
TUDOR CASTLE CIR	TUDOR CASTLE DR	CUL DE SAC @ 1994	0.45	0.00	0.00	933	467	3	1.5	23	15	160	2	7
TUDOR CASTLE DR	JOHN WESLEY DR	DEAD END	0.34	0.00	0.00	756	378	3	1.5	23	15	159	5	7
VERNA DR	AURIE DR	AURIE DR	0.41	0.00	0.00	911	456	3	1.5	23	15	107	3	9
WEDGEWOOD TER	OAKLANDTER	MIRIAM LN	0.19	0.00	0.00	929	239	4	1.5	56	15	152	3	7
			25.05			54,437	29,535							

# ATTACHMENT TWO 1 0F 3

SPLOST PHASE 1 - AREA B

STREET	FROM	<b>P</b>	LENGTH	MILLING	LEVELLING	PATCHING	RESURF	STRIPING	san	PD	S.	нтам	DIST	1	CMDST	SPCMDST
ALDERGATE DR	JOHN WESLEY DR	TUDOR CASTLE WAY	0.38	0.00	0.00	704	422			2.5	1.5	23	15	159	2	7
ALLENDALE DR	GLENWOOD AVE	HILLSIDE AVE	0.25	0.00	0.00	580	290			3	1.5	24	15	171	3	7
APPOMATTOX DR	BATTLE FOREST DR	MCGLYNN DR	0.25	0.00	0.00	929	278			3	1.5	23	15	87	3	9
ARCARO CT	WHIRLAWAY DR	ISLAND CUL DE SAC	0.14	0.00	0.00	259	156			2.5	1.5	23	15	124	3	7
ARISTIDES LN	COCKLEBURTR	S 107' - DE N @ 3626	0.36	0.00	0.00	835	417			3	1.5	24	15	101	3	7
ARTIST VIEW		CUL DE SAC	0.31	0.00	0.00	779				3	1.5	56	15	93	3	7
ASHBURY HEIGHTS CT	ASHBURY HEIGHTS RD	CUL DE SAC @ 941	0.08	0.00	0.00	148	89			2.5	1.5	23	15	233	4	9
ASHBURY HEIGHTS RD	KATIE KERR DR	CULDE SAC @ 2850	0.14	0.00	0.00	311				3	1.5	23	15	233	4	9
AUTUMN HILL CT	AUTUMN HILL DR	CUL DE SAC	0.13	0.00	0.00	301	151			3	1.5	24	15	222	2	7
BEXLEY DR	MERCER RD	BEXLEY DR	1.00	0.00	0.00	1932	1159			2.5	1.5	24	15	193	5	7
BOULDERVISTA DR	BOULDERCREST RD	ROCKEY VALLEY DR	0.24	0.00	0.00	502	301			2.5	1.5	56	15	22	3	9
BRAFFERTON PL	CARLISLE RD	CUL DE SAC	0.18	0.00	0.00	417	209			3	1.5	24	15	254	4	7
BROADVIEW CT	CHESTNUT HILL CIR	CUL DE SAC @ 3670	0.15	0.00	0.00	278	167			2.5	1.5	23	15	156	3	7
BROOKVIEW POINT	BROOKSIDE PKWY	CUL DE SAC @ 3825	0.22	0.00	0.00	510				3	1.5	24	15	36	3	7
BROWN DR		3814 BROWN DR	09'0	0.00	0.00	1159	554			2.5	1.5	24	15	36	3	7
CANDLER WOODS CT	CANDLER WOODS DR	CUL DE SAC @ 2670	0.05	0.00	0.00	46				2.5	1.5	24	15	119	3	9
CAVALIER DR	LLOYD RD	CAVALIER WAY	0.49	0.00	0.00	1136				3	1.5	24	15	119	3	9
CHAMOIS CT	GREEN HAWK TR	CUL DE SAC	0.12	0.00	0.00	278				3	1.5	24	15	131	3	7
CHAPEL MILL BEND	RADCLIFFE BLVD	CUL DE SACS @ 4045 & 4143	0.27	0.00	0.00	979	313			3	1.5	24	15	62	3	7
CHAPEL RIDGE CIR	G DR	SUMMIT CROSSING DR	0.41	0.00	0.00	951	475			3	1.5	24	15	94	3	7
CHEROKEE HTS	TO LANI FARM RD	CUL DE SAC @ 1060	0.20	0.00	0.00	444	222			3	1.5	23	15	223	5	7
CHERRY BLOSSOM CT	JR.	CUL DE SAC @ 3563	0.08	0.00	0.00	124	93			2.	1.5	24	15	09	3	7
CHERRYBROOK DR	SNAPFINGER RD	DEAD END @ 2010	0.20	0.00	0.00	419	8 8			2.5	1.5	56	15	156	3	7
CHESTNUT HILL CIR	SNAPFINGER RD	SNAPFINGER RD	0.67	0.00	0.00	1403				2.5	1.5	56	15	156	3	7
CHIMNEY MILL TR	CHIMNEY RIDGE CT	CUL DE SAC	0.12	0.00	0.00	232	139			2.5	1.5	24	15	59	3	7
CHUKAR TR	BORING RD	DEAD END	0.14	0.00	0.00	271	162			2.5	1.5	24	15	100	3	7
CLARK DR	LINCOLNDALE DR	LINECREST RD	0.31	0.00	0.00	599	359			2.5	1.5	24	15	9	3	7
CLIFTON FARM DR	CLIFTON SPRINGS RD	WILD SPRINGS CT	0.69	0.00	0.00	1333				2.5	1.5	24	15	87	3	9
COHASSETT CT	COHASSETT LN	CUL DE SAC	0.10	0.00	0.00	209				2.5	1.5	56	15	106	3	9
COLUMBIA WOODS CT		COLUMBIA WOODS DR	0.14	0.00	0.00	293	176			2.5	1.5	26	15	135	3	7
CONVAIR LN	MIDWAY RD	CELIA WAY	0.43	0.00	0.00	1080				3	1.5	56	15	218	3	7
CONWAY RD	FAIRLEE DR	DEAD END #1438	0.29	0.00	0.00	560	280			3	1.5	20	15	201	3	7
CYPRESS RIDGE CIR	ALLGOOD RD	CUL DE SAC	0.10	0.00	0.00	193	116			2.5	1.5	24	15	194	5	7
DELLWOOD PL		OAKLAND TER	0.25	0.00	0.00	523				2.5	1.5	56	15	152	3	7
DOVER CASTLE CT		CUL DE SAC @ 4509	0.08	0.00	0.00	148	89			2.5	1.5	23	15	159	5	7
DOVER CASTLE DR	TUDOR CASTLE WAY	S HAIRSTON RD	0.27	0.00	0.00	600				3	1.5	23	15	159	2	7
DURHAM CIR	D	ALLGOOD RD	0.51	0.00	0.00	986	591			2.5	1.5	24	15	227	4	7
DURHAMSHIRE PL	CARLISLE RD	CUL DE SAC @ 4069	0.13	0.00	0.00	251	151			2.5	1.5	24	15	227	4	7
		DEAD END @ 619	0.27	0.00	0.00	678	339			3	1.5	56	15	251	4	9
R	SWEET WATER PKY	CUL DE SAC @ 4356	0.53	0.00	0.00	982	589			2.5	1.5	23	15	31	2	7
GARDEN CIR		SECOND AVE	0.40	0.00	0.00	1005	205			3	1.5	56	15	149	3	9

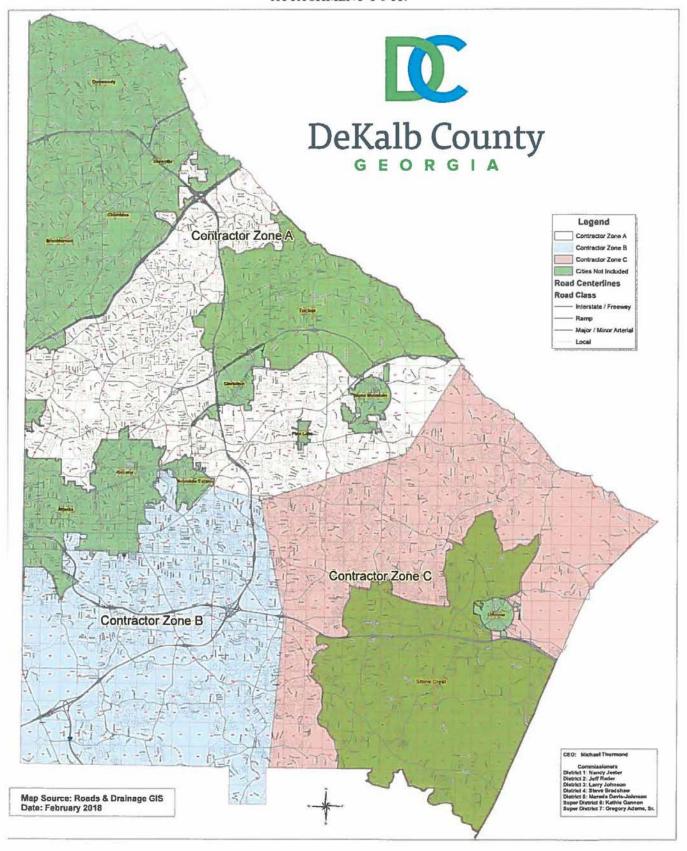
# ATTACHMENT THREE 2 OF 3

KERRIE WAY	JUSTIN LN	CUL DE SAC	0.09	0.00	0.00	167	100			2.5 1.5	5 23	16	159	5	7
KEVIN CT	S DESHON RD	CUL DE SAC	0.23	0.00	0.00	426	256			2.5 1.5	5 23	16	159	5	7
KILKENNY CIR	ASBURY DR.	613 KILKENNY CIR	0.71	0.00	0.00	1578	682			3 1.5	5 23	16	192	4	7
KLONDIKE RD*	COVINGTON HWY	MALL PKWY	0.32	0.00	00:00	825	309	YES		4 1.5	5 20	16	137	5	7
LAZY CREEK CT	SWIFT CREEK LN	CUL DE SAC @ 6549	0.11	0.00	0.00	204	122		55.55	2.5 1.5	5 23	16	126	2	7
LOST CREEK CIR	POST ROAD PASS	POST ROAD PASS	0.83	0.00	0.00	1845	922			3 1.5	5 23	16	32	4	7
LOUISA LN	REBECCA WAY	CUL DE SAC @ 835	0.21	0.00	0.00	389	233			2.5 1.5	5 23	16	127	2	7
LOWTRAIL CT	WELLBORN TRAILS	CUL DE SAC @ 2202	0.14	0.00	00:00	259	156			2.5 1.5	5 23	16	06	5	7
MARTINS CROSSING RD	MARTIN RD	5482 MARTINS CROSSING RD	0.76	0.00	0.00	1689	844			3 1.5	5 23	16	32	4	7
MCCARTER STATION	REDAN TRACE	5270 MCCARTER STATION	0.18	0.00	0.00	333	200			2.5 1.5	5 23	16	34	4	7
MICHAELCT	KEVIN CT	CUL DE SAC	0.12	0.00	00.00	222	133			2.5 1.5	5 23	16	159	5	7
NICOLE LN	ENID DR	LOWILLA LN	0.23	0.00	0.00	444	267			2.5 1.5	5 24	16	188	S	7
NORRIS LAKE RD	NORRIS LAKE DR (E)	COUNTY LINE (GWINNETT)	0.29	0.00	00.00	288	294			3 1.5	5 21	16	255	5	7
NORRIS LAKE RD	NORRIS LAKE DR (W)	COUNTY LINE (GWINNETT)	0.62	0.00	00.00	1438	719			3 1.5	5 24	16	255	S	7
NORTHERLY WAY	SCARBROUGH DR	CUL DE SAC	0.15	0.00	00.00	278	167			2.5 1.5	5 23	16	38	5	7
ОАК РАТН	WHITE OAK TR	CUL DE SAC	0.07	0.00	00.0	130	78			2.5 1.5	5 23	16	60	S	7
PANOLA DOWNS RD	PANOLA RD	CUL DE SAC @ 5505	0.21	0.00	0.00	389	233			2.5 1.5	5 23	16	38	2	7
PETITE CT	PETITE LN	CUL DE SAC	0.11	0.00	00.00	204	122		20 10	2.5 1.5	5 23	16	9	5	7
POPLAR FALLS RD	UNION GROVE RD	CUL DE SAC @ 2101.	0:30	0.00	0.00	299	333			3 1.5	5 23	16	186	5	7
POST ROAD PASS*	WALKER RD	LOST CREEK CIR	0.62	0.00	00:0	1837	689	YES		4 1.5	5 23	16	33	4	7
QUAIL WOOD DR	WOODWAY DR	CUL DE SAC	0.16	0.00	0.00	309	186			2.5 1.5	5 24	16	1	5	7
QUILTCT	POPLIN CT	CUL DE SAC	0.21	0.00	0.00	389	233		1000	2.5 1.5	5 23	16	20	5	7
RAMBLEWOOD CIR	WILKINS RD	2231-32 RAMBLEWOOD CIR	0.24	0.00	00:00	444	267			2.5 1.5	5 23	16	7	5	7
RIVE RLAKE WAY	4267-70- RIVERLAKE WAY	CUL DE SAC @ 4400	0.37	0.00	0.00	828	429			3 1.5	5 24	16	224	4	7
RIVERMONT CT	RIVERLAKE WAY	CUL DE SAC @ 8006	0.05	0.00	0.00	26	58			2.5 1.5	5 24	16	224	4	7
ROCK MOUNTAIN RD	ROCK CHAPEL RD	2250-PRIV PROP (QUARRY)	0.33	0.00	0.00	765	383			3 1.5	5 24	16	189	5	7
ROYAL ABBEY DR	KINGSGATE RIDGE	CUL DE SAC @ 631	0.15	0.00	0.00	278	167			2.5 1.5	5 23	16	33	4	7
SARA ASHLEY CT	SARA ASHLEY WAY	CUL DE SAC @ 5900	0.16	0.00	0.00	596	178			2.5 1.5	5 23	16	90	5	7
SARA ASHLEY WAY	MARBUT RD	CUL DE SAC @ 2190	0.23	0.00	0.00	511	256			3 1.5	5 23	16	90	5	7
SEAM ST	WELLBORN RD	CUL DE SAC	0.17	0.00	0.00	315	189			2.5 1.5	5 23	16	70	S	7
SHADOW LAKES DR	954 SHADOW LAKES DR	862 SHADOW LAKE DR	0.26	0.00	0.00	578	589			3 1.5	5 23	16	-	4	7
SHADY CREEK CT	HUNTINGTON PLCIR	CUL DE SAC @ 6569	0.06	0.00	0.00	111	67			2.5 1.5	5 23	16	127	4	7
SHORE LN	SHORE RD	CUL DE SAC @ 716	0.14	0.00	0.00	259	156			2.5 1.5	5 23	16	160	4	7
SHORE OVERLOOK	SHORE DR	CUL DE SAC @ 680	0.11	0.00	0.00	204	122			2.5 1.5	5 23	16	160	4	Z
SMITHSON DR	GIDS CT	CASTLE DOWNS CT	0:30	0.00	0.00	955	333			2.5 1.5	5 23	16	125	S	7
SMOKEHOUSE LN	BIFFLE RD	CUL DE SAC	0.15	0.00	0.00	290	174			2.5 1.5	5 24	16	36	5	7
SMOKE MONT DR	WINDFIELD GLEN	CUL DE SAC @ 5247	0.00	0.00	0.00	111	29			2.5 1.5	5 23	16	36	5	7
SOUTH DESHON CT	WELLBORN RD	CUL DE SAC @ 5914	0.32	0.00	0.00	711	356			3 1.5	5 23	16	95	2	7
SOUTHERN GROVE RD	W -2237 SOUTHERN GROVE RD	UNION GROVE RD	0.24	0.00	0.00	348	509			2.5 1.5	5 18	16	218	2	7
SOUTHLAND CT	SOUTHLAND WALK	CUL DE SAC @ 754	0.05	0.00	0.00	93	56			_		$\vdash$	65	4	7
OUTHLAND CT	SOUTHLAND WALK	CUL DE SAC @ 754	0.05	0.00	0.00		23	H	Н	95	56 2.5	56 2.5 1.5	56 2.5 1.5 23	56 2.5 1.5 23 16	56 2.5 1.5 23 16 65

ATTACHMENT THREE 3 OF 3

			3 OF 3	5 ,											
ST DUNSTANS RD	COPELEIGH DR	CUL DE SAC @ 1553	0.40	0.00	0.00	688	444		3	1.5	23	16	61	5	7
STONEBRIDGE LOOP	ROCKBRIDGE RD	ROCKBRIDGE RD	0.33	0.00	0.00	733	367		3	1.5	23	16	192	4	7
STONEBRIDGE TER	STONEBRIDGE PARK CIR	CUL DE SAC @ 703	0.10	0.00	0.00	185	111		2.5	1.5	23	16	192	4	7
STONEBRIDGE WAY	STONEBRIDGE PARK CIR	CUL DE SAC @ 713	0.11	0.00	0.00	204	122		2.5	1.5	23	16	192	4	2
STONEBROOK CIR	STONEBROOK DR	CUL DE SAC @ 7143	60.0	0.00	00:00	174	104		2.5	1.5	24	16	160	4	7
STONEBROOK LN	STONEBROOK DR	CUL DE SAC @ 7168	0.13	0.00	00.00	241	144		2.5	1.5	23	16	160	4	7
STONELEIGHWAY	CIRCLESTONE IN	1296 STONELEIGH WAY	0.67	0.00	0.00	1554	717		33	1.5	24	16	19	5	7
SUMMER MEADOW PASS	MTN VIEW PASS	5599 SUMMER MDW PASS	0.19	0.00	0.00	352	211		2.5	1.5	23	16	64	4	7
SWEET AIR LN	MUIRFIELD DR	CUL DE SAC	0.11	0.00	00.00	204	122		2.5	1.5	23	16	35	5	7
SWIFT CREEK DR	S DESHON RD	SWIFT CREEK RD	0.51	0.00	0.00	1183	591		3	1.5	24	16	66	5	7
THE TRAIL	SOUTHLAND PASS	CUL DE SAC @ 6405	0.09	0.00	0.00	167	100		2.5	1.5	23	16	97	4	7
TIMBERCREST CT	TIMBERVALE LN	CUL DE SAC @ 895	60.0	0.00	0.00	167	100		2.5	1.5	23	16	129	4	7
TIMBERHEAD WAY	TIMBERVALE LN	CUL DE SAC	0.29	0.00	0.00	644	322		3	1.5	23	16	160	4	7
TIMBERS CT	TIMBERS EAST DR	CUL DE SAC	0.08	0.00	0.00	155	93		2.5	1.5	24	16	159	4	7
TIMBERS EAST LN	TIMBERS EAST DR	6978 TIMBERS EAST LN	0.08	0.00	0.00	155	93		2.5	1.5	24	16	130	4	7
TIVOLI PARK CT	PARKWEST LN	CUL DE SAC	0.07	0.00	0.00	130	78		2.5	1.5	23	16	2	4	7
TREE LINE RD	DEAD END S @ 1745	CHRISTOPHER LN	0.29	0.00	0.00	673	336		3	1.5	24	16	69	2	7
TUNBRIDGE WELLS CRESCENT	TUNBRIDGE WELLS RD	CUL DE SAC @ 1507	0.09	0.00	0.00	167	100		2.5	1.5	23	16	61	5	7
VALLIE OAKS PL	GREAT OAKS DR	9809 @ 2YS 3G TO	0.08	0.00	0.00	148	68		2.5	1.5	23	16	16	5	7
VICTORIA PL	RAINTREE BEND	DANA CT	0.35	0.00	0.00	812	406		3	1.5	24	16	90	5	7
WATERFORD WAY	PLEASANT HILL RD	380, TO CO LINE	0.20	0.00	0.00	386	232		2.5	1.5	24	16	230	5	7
WATSON REEF	WATSON COVE	CUL DE SAC	0.08	0.00	0.00	148	88		2.5	1.5	23	16	192	4	7
WEHUNT WAY	ALFORD RD	120' FROM ALFORD RD	0.03	0.00	0.00	26	33		2.5	1.5	23	16	127	4	7
WHISPERWOOD TR	WALKER RD	HIGHEIED DR	0.26	0.00	00.00	603	301		3	1.5	24	16	33	4	7
WHITNEY CT	KEMPER PL	CUL DE SAC @ 5393	0.11	0.00	00:00	204	122		2.5	1.5	23	16	35	5	7
WILDWOOD TRACE	S DESHON RD	WOODFIELD TRACE	0.18	0.00	0.00	333	200		2.5	1.5	23	16	130	5	7
WIND POINT	GOLF LINK DR	CUL DE SAC @ 5052	0.08	0.00	0.00	148	68		2.5	1.5	23	16	59	5	2
WINDSOR DOWNS LN	WINDOR DOWNS DR	MILLER RD	0.22	0.00	0.00	407	244		2.5	1.5	23	16	80	5	7
WOODHURST CT	WOODHURST WAY	CUL DE SAC	0.04	0.00	0.00	77	46		2.5	1.5	24	16	4	5	7
WOODS CT	STONEBRIDGE CRESCENT	CUL DE SAC @ 7479	0.07	0.00	0.00	130	78		2.5	1.5	23	16	192	4	7
WOODWAY DR.	S HAIRSTON RD	BIFFLE RD	0.66	0.00	0.00	1275	638		3	1.5	20	16	5	5	7
YOUNG RD *	COVINGTON HWY	PANOLA RD	1.32	0.00	0.00	3061	1531	YES	3	1.5	24	16	89	5	7
			26 44			60 400	27.000					l	l		

#### ATTACHMENT FOUR



\*\*\*NEW - PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTISDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE. \*\*\*

PRICE	E SCHEDULE (Price	e schedule sho	uld be modified to	fit your solic	itation)
ITEM NO.*	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT
A (150-1000)	Traffic Control	Lump Sum	Lump Sum	\$	\$
B (402-1802)	Recycled Asphalt Concrete Patching Including Bitum. Material and H Lime	TON	170,748.	\$	\$
C (432-5010)	Mill Asphalt Concrete Pavement Variable	S.Y.	70,000.**	\$	\$
D (402 – 3102)	Recycled Asphalt Conc. 9.5, MM Superpave, Type II, Blend 1 Included Bitum. Material and H Lime	TON	88,775.	\$	\$
E	STRIPPING	MILES	8.0	\$	\$
		(Items A t	hrough E) Total Bid:	\$	

<sup>\*</sup>Include estimated quantities and totals where applicable

#### TOTAL ITEMS A THROUGH E

(Please write out total amount in words on the line above)

Pricing shall be inclusive of all required duties associated with all services outline within the price schedule.

<sup>\*\*</sup> Milling will be selected on site by Project Manager

# BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address
Bidder acknowledges addendum(s): No. 1    (Initial)	, No. 2, No. 3 (If Applicable)
Bidder acknowledges that this bid is valid f(Initial)	for 90 days from and including
the bid opening date.	
Bidder acknowledges that bid meets or exce(Initial)	•
Any deviation from minimum specification by bidder as to how the bid does not meet to	
Bidder acknowledgement of Revisions to the second sec	ne above Terms and Conditions:
• No revisions(Initial)	
• There are revisions and they are(Initial)	included with the bid submittal

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

# THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

# **ATTACHMENT A**

# REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
45	Bid Acknowledgement Form*	
46	Required Documents Checklist	
47	Contractor Reference and Release Form*	
48	Subcontractor Reference and Release Form, if applicable**	
50	Contractor Affidavit*	
51	Subcontractor Affidavit, if applicable**	
52-60	LSBE - Exhibits A and/or B of Attachment G*	
62	New Employee Tracking Form*	
63	First Source Jobs Acknowledgement Form *	
65	Preferred Employee Tracking Form*	

\*\*These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.

I, the undersigned, acknowledge that I have	included the requested documents as listed above.
Printed Name	Signature

<sup>\*</sup>If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.

# CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Perio	od	
Contact Person Name and Title	Telephone Nu	ımber (inc	elude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (	include ar	ea code)
Project Name and Description			
Company Name	Contract Perio	od	
Contact Person Name and Title	Telephone Nu	imber (inc	elude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (	include are	ea code)
Project Name and Description			
Company Name	Contract Period		
Contact Person Name and Title	Telephone Nu	ımber (inc	elude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (	include are	ea code)
Project Name and Description			
REFERENCE CHECK REL	EASE STATE	MENT	
You are authorized to contact the references provided a	bove for purpose	es of this IT	TB.
Signed(Authorized Signature of Bidder)	_Title		
Company NameATTACHMI			
ATTACHM	ENT C		

# SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Commony Nome	Continant Deci	a d	
Company Name	Contract Peri	oa	
Contact Person Name and Title	Telephone N	umber (in	clude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number	(include a	rea code)
Project Name and Description			
Company Name	Contract Peri	od	
Contact Person Name and Title	Telephone N	umber (in	clude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number	(include a	rea code)
Project Name and Description			
Company Name	Contract Peri	od	
Contact Person Name and Title	Telephone N	umber (in	clude area code)
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number	(include a	rea code)
Project Name and Description			
REFERENCE CHECK R	ELEASE STATE	MENT	
You are authorized to contact the references provide	d above for purpos	es of this I	TB.
Signed(Authorized Signature of Bidder)	Title		
Company Name	Date		

## **ATTACHMENT D**

#### CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: <sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contactor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the <a href="www.open.georgia.gov">www.open.georgia.gov</a> website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

<sup>1</sup> O.C.G.A. § 13-10-91, as amended

## **ATTACHMENT E**

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent (Bidder's Name)	_	Federal Work Authorization Enrollment Date	
Title of Authorized Officer or Agent of Bidder		Identification Number	
Printed Name of Authorized Officer or Agent			
Address (* do not include a post office box)	_		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE			
DAY OF	, 20		
Notary Public			
My Commission Expires:			

# **ATTACHMENT F**

# SUBCONTRACTOR AFFIDAVIT

stating affirmatively that the individual, firm, or corporate under a contract with	has registered with and is participating in a federal work for of work authorization programs operated by the United valent federal work authorization program operated by the rify information of newly hired employees, pursuant to the P.L. 99-603, in accordance with the applicability provisions amended]. The affiant agrees to continue to use the federal
BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
	Identification Number
Printed Name of Authorized Officer or Agent	-
Address (* do not include a post office box)	-
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	_, 20
Notary Public My Commission Expires:	

#### ATTACHMENT G

## DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B

# SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

#### PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals
_	(RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points
MSA)	
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime

Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <a href="http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting">http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</a> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

# **EXHIBIT A**

# SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As sp	pecified, Bidders and Proposers are to present the deta	ails of LSBE participation below:
PRIN	ME BIDDER/PROPOSER	
SOL	ICITATION NUMBER: ITB No. 18-100921	
	E OF UNIT OF WORK – SPLOST Phase I Patchinalb County	ng, Milling, Leveling, and Resurfacing Road Work for
1.	My firm, as the prime bidder/proposer on this unitLSBE-DeKalbLSBE-MSA	of work, is a certified (check all that apply):
2.	If you are a Certified LSBE-DeKalb or MSA, plea carry out directly:	se indicate below the percentage of that your firm will
3.		ease describe below the nature of the joint venture and e provided by the LSBE-DeKalb or MSA joint venture
1.	contract, if awarded. No changes can be made written approval of the County. Please attach	d/or firms (including suppliers) to be utilized in of this in the subcontractors listed below without the prior a signed letter of intent from all certified LSBEs vices to be performed and/or provided and the agreed er of Intent form is attached hereto as "Exhibit B".
	Name of Company	
	Address	
	Telephone	
	Fax	
	Contact Person	
	Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
	Description of services to be performed	
	Percentage of work to be performed	
	Name of Company	
	Address	
	Telephone	
	Fax	

Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Description of services to be performed	
Percentage of work to be performed	
refeemage of work to be performed	
Name of Company	
Address	
Address	
T. 1 1	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
Tidaloss	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
1	
Percentage of work to be performed	

Please attach additional pages, if necessary.

# EXHIBIT A, CONT'D

# <u>DEKALB COUNTY</u> CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):				

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

## EXHIBIT A, CONT'D

# DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

# **Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

# 1. **Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

#### 2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the

LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):	
Firm's Officer:	
(Authorized Signature and Title Required)	Date
Sworn to and Subscribed to before me this day of	, 201
Notary Public My Commission Expires:	

# **EXHIBIT B**

# LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:			
<ol> <li>Complete the form in its entirety and sul</li> <li>Attach a copy of the LSBE's current val</li> </ol>			
To:			
(Name of Prime Contractor Firm)			
From:(Name of Subcontractor Firm)		☐ LSBE –DeKalb (Check all that app	
ITB Number: ITB NO. 18-100921			
Project Name: Phase One Road Resurfacing	g Project		
The undersigned subcontractor is prepared services in connection with the above projeto be performed or provided).			
Description of Materials or Service	es Project/Task	Assignment	% of Contract Award
Prime Contractor	Sub-contractor		
Signature:	Signature:		
Title:	Title:		

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

# FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4)

#### **EXHIBIT 1**

#### FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No.\_\_\_\_

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for
the procurement or disposal of supplies, services, construction projects, professional or consultant services, which
is funded in whole or part with County funds or County administered funds in which the contractor is to receive
\$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action
grants or community development block funds administered in the amount of \$50,000 or more to make a good
faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry
(candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under
this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be
asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify
compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First
Source Jobs Ordinance.

# Contractor or Beneficiary Name (Signature) Contractor or Beneficiary Name (Printed) Title Telephone Email Name of Business Please answer the following questions: 1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_ 2. How many incumbents/existing employees will retain jobs due to this contract? \_\_\_\_\_ DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_ 3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

 $Work Source\ De Kalb\ 774\ Jordan\ Lane,\ Building\ \#4,\ Decatur,\ GA\ 30033\ (404)\ 687-3400\ www.worksource dekalb.org$  An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

# EXHIBIT 2 NEW EMPLOYEE TRACKING FORM

Name of Bidder				
Address				
E-Mail				
Phone Number				
Fax Number				
Do you anticipate hiring from the First Sour	ce Candidate Registry?	Y or N (Circle one)		
If so, the approximate number of employees yo	ou anticipate hiring:			
Type of Position (s) you anticipate hiring:  (List position title, one position per line)  Attach job description per job title:	The number you anticipate hiring:	Timeline		

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to <a href="mailto:FirstSourceJobs@dekalbcountyga.gov">FirstSourceJobs@dekalbcountyga.gov</a>.

# FIRST SOURCE JOBS ORDINANCE INFORMATION **EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM** Please note: We need one form completed for each position that you have available. **DATE: FEDERAL TAX ID: COMPANY NAME: WEBSITE: ADDRESS:** (WORKSITE ADDRESS IF DIFFERENT): **CONTACT NAME: CONTACT PHONE: CONTACT FAX: CONTACT E-MAIL ADDRESS:** Are you a private employment agency or staffing agency? YES  $\square$ NO JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION) **POSITION TITLE:** NUMBER OF POSITIONS AVAILABLE:\_\_\_\_\_ TARGET START DATE:\_\_\_\_\_ WEEKLY WORK HOURS: 20-30 hours ☐ 30-40 hours ☐ Other **SPECIFIC WORK SCHEDULE: SALARY RATE(OR RANGE):** TEMP-TO-PERM ☐ SEASONAL ☐ TEMP PERM PUBLIC TRANSPORTATION ACCESSIBILITY YES NO  $\square$ IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY: CREDIT DRUG MVR BACKGROUND OTHER **Please return form to: Business Solutions Unit (First Source)** 774 Jordan Lane Bldg. #4 Decatur, Ga. 30033 Phone: (404) 687-3400 FirstSourceJobs@dekalbcountyga.gov

# **EXHIBIT 4**

# EMPLOYMENT ROSTER DeKalb County

Contract Number:									
Project Name:									
Contractor:			Date:						
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency	

# ATTACHMENT K

# PREFERRED EMPLOYEE TRACKING FORM

Name of Proposer:		
Address:		
Email:		
Phone Number:		
Fax Number:		
Do you anticipate hiring from the WorkSource DeKalb Preferred or No (Circle which applies.)  If so, approximate number of employees you anticipate hiring:		: Yes
Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:	
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