

BIDDER MUST COMPLETE AND RETURN THIS SHEET WITH BID SUBMITTAL



SPRAY INJECTION ASPHALT PATCHING

BIDS DUE February 16, 2018 BY 5:00 PM

CITY OF MILTON

Any questions must be submitted by 5 PM on Friday, February 9, 2018. Any needed addendum to this bid will be released on or about Monday, February 12, 2018. Questions and bid submittal are to be made by email to honor.motes@cityofmiltonga.us

Scope of Work

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

The bidder proposes and agrees that if this bid is accepted to contract with the City of Milton to provide all construction labor, materials, equipment, products, transportation, and other facilities and services as necessary and/or required to execute and complete the work in full in accordance with the scope of work provided to the full satisfaction of the City.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The costs for developing and delivering responses to this bid and any subsequent presentations as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation of their bid.

The City of Milton reserves the right to reject any or all bids, to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The bid may not be withdrawn or modified, except at the request of the City, for a period of sixty (60) days following receipt of the bids.

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This project shall be bid as Daily Rate contract. The scope of the project will depend on the actual units for each task.

BIDS DUE FEBRUARY 16, 2018 BY 5:00 PM

BID SCHEDULE

Spray Injection Asphalt Patching Daily Rate (Maximum 8 days)
\$
(Dollar Amount in Numbers)
(Company Name)
(Signature)
(Printed Name)

Traffic Control Daily Rate
\$
(Dollar Amount in Numbers)
(Company Name)
(Signature)
(Printed Name)

Total Bid Price \$ _____

Print Total Bid Price \$ _____

Fill out "Daily Rate" column and "Total Bid Price"
Actual price to the City will be based on actual quantity multiplied by the bid "Unit Price".

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In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

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STANDARD SPECIFICATIONS

FOR

SPRAY INJECTION ASPHALT PATCHING

A. SCOPE OF WORK:

The Contractor shall provide self-contained, rear mounted truck, cold application spray injection patching machine with an experienced and certified operator, a cold applied asphalt emulsion, supplies, tested and approved aggregates, fuel, and all other incidentals in order to deliver up to ten (10) tons of cold applied spray patching in place within an 8 hour working shift, as needed or as directed for the City of Milton. Work locations will be determined by the City and could include any city owned street. The City Representative and the Contractor will determine the amount of time it will take to complete the work prior to a task order being issued. The Contractor will be providing a daily rate for the minimum of three (3) days and maximum of seven (7) days for the year.

B. PAVEMENT REPAIR & PATCHING CAPABILITES

The Contractor's equipment, materials and crew shall be able to address the following defects, through the use of various patching methods, without the removal of existing pavement and at an expedited open to traffic rate; potholes, heavy alligator cracking, pavement rutting, pavement depressions, utility trench settlements, edge of pavement deterioration, etc.

Potholes:

Shall be of any depth however shall be built up in maximum of four (4) inch lifts. The defect area is to be blown free of loose debris, sprayed with a tack or bond coat, patch material applied to an appropriate level, dusted with a fine sand or Portland Cement to remove any remaining light tack prior to rolling, rolled and or compacted and immediately opened to traffic.

Skin Patches:

Shall be 0.25 to 0.38 inches in depth and shall be utilized to treat heavy alligator cracking areas, pavement depressions, utility patch settlements and other thin repair areas as directed by the Engineer. The defect area is to be blown free of loose debris, sprayed with a tack or bond coat, patch material applied to an appropriate level, dusted with a fine sand or Portland Cement to remove any remaining light tack prior to rolling, rolled and or compacted and immediately opened to traffic.

Variable Depth Sheet Patching:

Repairs shall be 0.38 to 0.75 inches in depth and shall be utilized to treat heavy alligator cracking areas, pavement depressions, utility patch settlements, edge of pavement deterioration, or a combination of previously repaired failing areas along with potholes as needed or as directed by the Engineer. The defect area is to be blown free of loose debris, sprayed with a tack or bond coat, patch material applied to an appropriate level, dusted with a fine sand or Portland Cement to remove any remaining light tack prior to rolling, rolled and or compacted and immediately opened to traffic.

Deep Pavement Repairs:

Repairs shall be between 0.75 and 3" plus in depth and shall be utilized to address all manner of deeper pavement defects. For areas greater requiring additional depth material placement, the material shall be placed in 3" maximum lifts and rolled prior to placement of additional material or as determined by the operator to ensure proper patch performance. The defect area is to be

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blown free of loose debris, sprayed with a tack or bond coat, patch material applied to an appropriate level, dusted with a fine sand or Portland Cement to remove any remaining light tack prior to rolling, rolled and or compacted and immediately opened to traffic.

C. WEATHER & TEMPERATURE LIMITATIONS

Ambient Air Temperature

Place the mixture only when the air temperature in the shade and away from artificial heat is a minimum of 35 °F for Pothole Repairs and a minimum of 40 °F with a working range between 40 °F and 110 °F for all other repair types. Placement of material outside of the recommends can be done at the discretion of the Engineer however may affect patch performance and will void warranty.

Rain and Surface Conditions

It is not recommended to place cold application mixture while heavy rain is falling, or when there is running water on the surface to be covered. Once the rain has stopped or subsided enough to continue operations, as determined by certified patching operator and the standing water has been removed from the surface to the satisfaction of the certified operator the Contractor may continue material placement.

D. PATCH PLACEMENT, EVALUATION AND WARRANTY

Asphalt Pavement Repairs

Cold Applied Spray Patching shall be able to be used to repair many forms of defects in asphalt pavements at ½ inch depth and greater to include but not limited to potholes, depressions, edge deterioration and alligator cracking, utility cut settlements. Any conditions such as base or sub-base failures, continued or surrounding pavement deterioration, joint failures reduce durability, ride-ability and overall life of a repair patch. It is not recommended that thin "Skin" patching be performed on asphalt pavements under high stress, high volume, intersections and high speed traffic areas.

Patch Installation

Daily inspection of the repairs shall be the responsibility of the Contractor's authorized representative and he or she shall be available to the Engineer for joint inspections to ensure performance criteria. The criteria to be used to measure performance of material placement shall be as follows;

- **Bleeding** is the flushing of the asphalt binder to the surface of the patch. It is caused by a combination of traffic loads, insufficient voids in the mix, or too much asphalt binder in the mix. While bleeding is not a symptom of failure it can result in a film of binder on the surface of the patch. The adjustment of the liquid cold applied asphalt emulsion should keep the bleeding to a minimum.
- **Debonding** occurs when the patch material loses its adhesion to the pavement and or sides of the pothole. Debonding occurs when the patch material can be easily pulled out of the defect or has unraveled in its entirety due to traffic.
- **Excessive Raveling** is the excessive loss of stone chippings along the top surface of Sheet Patches, Pothole Patches and Deep Pavement Repair Patches. In its early stages, raveling may be the loss of only the fine aggregates from the surface which is acceptable however Excessive Raveling may become an issue should the raveling progress and there is a loss of 3/4" or more of surface aggregate. Raveling is caused by stripping, poor cohesion, excessive larger aggregate chippings and poor aggregate interlock of patch material.

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Warranty

A three (3) month warranty is required on all Cold Applied Spray Injection Patching repairs. The warranty is subject to mitigating factors identified at the time of repair and a final field inspection by a Patching Specialist, to determine the warranty related durability and performance of a repair. Spray injection patching repairs are applied to road surfaces only so this warranty does not extend to repair failures caused by underlying structural faults. Warranty repairs will be done as needed, after a field inspection and as agreed upon by both the Engineer and the Contractor's QC Manager.

E. EQUIPMENT SPECIFICATIONS

Suitability

The equipment offered by Contractor shall be suitable for the intended purpose and provide the following specifications and capabilities as stated.

Description

The patching machines offered shall be a self-propelled and self-contained rear mounted truck cold application spray injection unit capable of travel at posted highway speeds. The machine shall be able to properly coat the aggregate with the cold applied asphalt emulsion liquid for application. The machine shall be a suitable to deliver a cold applied spray patching system or compatible for filling potholes, correct pavement depressions and placement of thin sheet pavement preservation patches as noted. The aggregate, emulsion volume and temperature shall be measurable and calibrated to ensure proper discharge of materials. The emulsion tank and discharge line shall also include a particle filtration system for both loading and discharge to prevent large particles in mix that can cause mechanical problems and patch performance issues during the spray patching operation.

The equipment shall have pressure and temperature control devices capable of maintaining proper proportionate mixing of the component materials. Different air flow settings required for blowing off loose material, application of bond coat, and application of aggregate/emulsion mix.

The aggregate hopper shall be capable of holding a minimum of 5.0 cubic meters / 6.55 cubic yards of dry aggregate for use.

The emulsion tank shall be capable of holding a minimum of 1,600 liters / 420 gallons of cold applied emulsion to ensure enough material is on the truck for the entire working shift.

All necessary motors, generators, compressors, hoses, containers, valves and gauges to efficiently conduct and control the work.

Emulsion hoses manufactured from hydraulic grade hose incorporating the necessary fittings to prevent blow offs or leaks.

Power Pack / Auxiliary Engine / Pony Motor

The patching unit shall be powered by a separate diesel engine power pack outside of the tractor's drive unit to ensure performance when operating on steep inclined pavements.

The power pack shall be housed inside removable compartment containing sound proofing to reduce noise levels.

The power pack shall be equipped with safety features to ensure proper working conditions and prevention of injury to crew and public.

The following protection is built into the unit: High blower pressure cut off, high blower temperature cut off, low engine oil pressure cut off, high engine temperature cut off.

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To ensure performance and to prevent mechanical breakdowns leading to delayed operations a protection system featuring an instrument panel with the following illuminated engine warning symbols: Low oil pressure, charging fault, glow plug timer, fuel warning, and engine temperature warning, emergency stop and recommended that it show; blower backpressure, engine rpm, and engine hour clock.

Aggregate Delivery System

The aggregate delivery system shall be capable of supplying up to or greater than two (2) cubic meter discharge or four (4) ton of material per hour and shall be able to be adjusted and controlled by the operator.

The rear mounted delivery system shall be capable of 180 degrees of movement and delivery behind the vehicle.

Emulsion Tank

The emulsion tank shall be equipped with a temperature gauge, pressure gauge and necessary safety pressure relief valves.

The emulsion tank shall be equipped with a low power overnight heating system which shall be thermostatically controlled to prevent overnight frost damage to the emulsion.

The tank shall be equipped with a system for measurement and tracking emulsion usage

On Board Cleaning System

The patching unit shall be equipped with a system to incorporate the cleaning of emulsions lines filters, delivery systems, etc.

GPS Tracking

The equipment shall be complete with a GPS tracking and reporting system.

Miscellaneous Safety Features

The patching truck shall be equipped with a rear view camera, overhead safety lights at the front and rear of the unit and shall meet all USDOT, State and Federal guidelines for highway transportation safety

Condition

All patching machines must be in good mechanical condition and must meet all state and local requirements for inspection and safety. The Contractor's equipment shall meet safety standards which include vehicular backup alarms, rear mounted safety camera, GPS tracking and reporting system and flashing lights

Amber Lights

Contractor equipment's warning lights shall meet the Requirements referenced in the MUTCD Manual. Vehicles that do not meet these requirements will not be allowed to be utilized in conjunction with this contract.

State Inspection / Registration / Licensure

All Contractor vehicles shall have a current state vehicle inspection and registration form that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV, State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company shall be displayed on both sides of all work vehicles while on State, County and City right of ways.

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Equipment Inspection Prior to the Start of Work

The City of Milton reserves the right to inspect vehicles prior to contract award to ensure compliance with contract requirements.

Securing Vehicles

While performing under this contract, the Contractor shall be responsible for securing all equipment and materials onto their machines when in transit to and returning from a work assignment.

Parking of Vehicles

Contractor's vehicles shall not be parked overnight in the maintenance yard without the prior written approval of the Contract Administrator or designee. The City of Milton shall not be liable for any Contractor vehicle or equipment that is damaged, missing or stolen while parked on the right of way or at any City of Milton facility.

Readiness for Work

The Contractor, at his own expense, shall have equipment clean, fueled and ready to begin operations when they report to the designated job location. The Contractor shall also provide any accessories necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies and equipment. All equipment may be inspected by the City of Milton prior to being placed into operation. The City of Milton reserves the right to have any equipment removed from operations due to failure to meet specifications, frequent mechanical failures, or failure to meet any safety requirements.

F. OPERATOR REQUIREMENTS

Experience

All patching machines shall have certified operators which are qualified, competent, experienced, and properly trained for this type of work. Any operator unable to perform in a proficient manner with the patching machine shall be replaced at the City of Milton's request. The operator shall be able to maintain the equipment in order to provide a continuous and productive operation.

Licensing

The operator of each machine shall possess a valid Commercial Driver's License with the proper endorsements required for the equipment being operated. The City of Milton, at its discretion, may require examination of drivers' licenses (including subcontractors) and may at any time check DMV records for current status of driving records.

Communication

For the safety of all involved operators shall be able to understand and communicate effectively in English. The City of Milton personnel must be able to understand the English spoken by each operator. Operators shall have a good working knowledge of the City of Milton's road system. Operators shall be capable of reading and understanding maps and verbal or written instructions in English.

Reporting

The Contractor shall prepare detailed daily reports, recording details of patching crew, materials used, onsite material testing results, material application rates, and any comments on site/weather conditions. Detailed reports shall also record site locations and conditions, defect types and quantities, site specific risk assessment findings and operator repair inspection details

Attire and Safety Equipment

When outside the cab of the vehicle, all contract personnel shall wear OSHA approved attire. No shorts, cutoffs, tennis shoes or sleeveless shirts shall be permitted. Any operator not in compliance will be asked to return to the yard and will not be paid for the day.

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Safety

The Contractor shall ensure that all operators and equipment comply with all OSHA Standards and GDOT safety rules as they apply to the work being done and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, safety hats, high visibility vests, work shoes or boots, gloves, safety glasses etc.

G. PATCHING OPERATIONS

Operation

All defects shall be cleaned with air from the truck to remove any loose rock and debris. A tack coat or bond coat of the cold applied asphalt emulsion shall be applied. Immediately following a mixture of aggregate and the cold applied asphalt emulsion shall be sprayed into or onto the defect to a satisfactory level, dusted with a fine sand or Portland Cement and compacted with the appropriate equipment, roller or rolled with the patching truck. There shall be no spills or over-spray. No top layer of loose dry stone shall be permitted.

Continuous Operation Requirement

Operations shall be mobile and able to move quickly and safely with minimal interruption to the normal traffic flow. The Contractor (s) shall provide a continuous operation.

Vehicle Passengers

Under no circumstances shall a Contractor or Subcontractor allow private or minor aged persons to ride in the Patching machine while performing services under this contract. Contractors observed to allow private or minor-aged passengers in the patching machine while performing services under this contract shall be immediately required to cease operations. No payment will be made for that day and a Complaint Form may be issued.

Traffic Control

All traffic control will be the responsibility of the Contractor and shall be priced as needed as a separate line item for payment.

H. MATERIALS AND SUPPLIES

1. The Contractor shall provide the following:
 - A tested and approved rapid set Cold Application Asphalt Emulsion capable of set or break times, when mixed with stone, of ten (10) minutes or less
 - A tested and approved Number 89 washed stone that has proven to test well with the cold applied asphalt emulsion product
2. Loading of material into the Contractor's equipment at the Area Headquarters shall be considered off the clock and the Contractor will not be compensated.
3. Prior to the start of every working shift the Contractor shall perform material testing with records that shall be made available to the Engineer, ensuring that the placement of mixed material can cure / break / have a set time in ten (10) minutes or less to allow for the expedited open to traffic after each patch placement.

I. COMMUNICATION

It is required that all operators be equipped with a working cellular or other mobile telephone to ensure the City has a means of communication with the operator at all times while performing under this contract. The Contractor shall have a reliable form of communication available for contact purposes during regular business hours in order to respond to scheduling requests within the prescribed time. It shall be the Contractor's responsibility to provide the City with current contact and operator numbers and to notify the City of any number changes. It shall be the Contractor's responsibility to ensure his communication devices are reliable and effective throughout the county covered by the contract.

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J. WORK RESPONSE PROCEDURE

Work Notification Procedure

The City shall issue a "Work Order" at the time work is requested and before work begins. A work order (referencing applicable purchase order) will be issued by the SCDOT Office / Contract Administrator identifying the work to be accomplished, the schedule and locations of work.

Confirmation/Response Time

After receipt of the work order, the Contractor shall confirm the acceptance of work assignment. The City Office / Contract Administrator or designee will coordinate with the Contractor to go over the scheduled work and to discuss the operation.

Commencement of Scheduled Work

Contractor shall commence work within fourteen (14) calendar days of notification by the City unless otherwise agreed to by the Contract Administrator or designee and the Contractor. If agreeable, the Contractor shall report to the job site as scheduled and will report to the Contract Administrator or designee. No work can or will be performed without proper approved Traffic Control in place prior to the commencement of work.

Continuous Operation Requirement

The Contractor shall provide a continuous operation once they commence work or as agreed upon with the City / Contract Administrator.

K. Contractor Requirements & Compliance

Contractor Representative

The Contractor shall assign a person as the Contract Representative, who will have the authority to perform the contracted work. The person's name and phone number shall be provided to the Engineer, Contract Administrator or designee.

Contractor's Conduct

The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site. Behavior displayed by the Contractor's and Subcontractor's employees, such as catcalling, whistling, leering, and other similar gestures will not be tolerated. Anyone exhibiting such behavior shall be barred from the work site.

Contractor's Personnel

The Contractor's and Subcontractor's personnel shall at all times communicate with City personnel, law enforcement, the traveling public, landowners and citizens in a courteous and respectful manner. The Contractor's personnel shall refer all questions concerning work that is planned or performed to the Contract Administrator or designee.

Contractor's Capacity to Perform

The Contractor shall ensure the capacity to perform work under this contract when necessary.

Coordination with City of Milton Forces

The City reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate with the City as necessary.

L. MEASUREMENT FOR PAYMENT:

Price Quoted

The quoted daily rate price shall not exceed the rate set forth in Contractor's bid and will be paid for days of work satisfactorily performed and shall include the Spray Injection Patching machine, operator, the cold applied asphalt emulsion, the approved aggregates, and all associated expenses including but not limited to; fuel, mobilization, equipment maintenance, materials, profit,

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direct and indirect costs, administrative cost, equipment and personnel transportation, cellular phones, pagers and hand-held radios necessary to deliver the service (excludes traffic control). Traffic control will be priced as a daily rate separately.

Payment

The Contractor will be paid at the unit price bid for the total days' work performed to the nearest full eight (8) hour day.

Breaks

The Contractor shall not be paid for meals or breaks.

Travel Time

The Contractor shall not be paid for travel time from Contractor's base of operation to the job site at the start of the day or back to the Contractors base of operation at the end of the workday. Travel between the City work locations within the same day will be included in the daily rate per the Pricing Schedule.

Verification

At the conclusion of the workday, the Contractor shall submit a Daily Timesheet showing the hours worked for that workday. The timesheet shall be verified, mutually agreed upon and signed by the Contractor and Contract Administrator or designee at the end of each workday. The timesheets will be used by the City to verify Contractor's invoices.

Show-Up Time

The Contractor shall be paid a pro-rated rate of two (2) hours show-up time if the Contractor is unable to perform due to circumstances approved by the Contract Administrator or designee (i.e., inclement weather, emergency situations for the City etc.) and the proper personnel and equipment reported to the job location as requested. The City reserves the right to determine if the Contractor qualifies for show-up time.

Equipment Breakdown

If the Contractor's equipment breaks down causing delay in a project, the City will not be responsible for payment to the Contractor during this time. If replacement equipment is needed, the Contractor shall immediately notify the City of the breakdown and provide plan to address the breakdown and or retain a replacement. The Contractor shall not be compensated to mobilize the replacement equipment in or out. If the needed equipment has to be obtained from another source, the Contractor shall not be compensated for the trip to mobilize the broken equipment from the work site. Payment will resume once the project can be restarted.

SPECIAL PROVISIONS

All work associated with this contract shall meet the City of Milton and Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

The City desires to have all work completed by September 28th, 2018. Construction shall begin no later than ten (10) calendar days following the Notice to Proceed for the task order issued. Normal workday for this project shall be 9:00 am to 5:00 pm and the normal workweek shall be Monday through Friday. The

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City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on City recognized holidays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection.

The Contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the latest MUTCD and GDOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

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All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will not be paid for separately and shall be incidental to other pay items.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

BONDS

In accordance with O.C.G.A. 32-4-119, where the specifications provided herein requires the construction, reconstruction or maintenance of a public road and the bid provided is in an amount of \$5,000 or more, the Contractor shall provide bonds. The City may require a **Maintenance** Bond in the amount of 1/3 of the not to exceed contract amount.

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INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect

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to the limits of the insurer's liability.

- (v) Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

EXHIBIT “ ”
CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Spray Injection Asphalt Patching
Name of Project

City of Milton
Name of Public Employer

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

Executed on _____, _____, 201__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]