



June 21, 2023

INVITATION TO BID
BL085-23

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for **Triple Surface Treatment of EM Croy Road and Sycamore Drive** for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on July 14, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Olivia Graves, Purchasing Associate II, at olivia.graves@gwinnettcounty.com or by calling 770-822-8734, no later than June 30, 2023. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a bid will be notified via email.

Olivia Graves
Purchasing Associate II

The following pages should be returned as your quote:

Bid Schedule, Page 3
References, Page 4
Contractor Affidavit, Page 5
Code of Ethics, Page 6

SCOPE OF WORK

This project is for the triple surface treatment of EM Croy Road and Sycamore Drive in Gwinnett County. Project limits to include the surface treatment along EM Croy Road is from Sycamore Road to the dead end in Buford, Georgia. Project limit to include the surface treatment along Sycamore Drive is from Pinehurst Road to the dead end in Snellville, Georgia. Approximate quantities are listed below:

EM Croy Road

Prime (Pretreatment)	4,600 SY
Triple Surface Treatment (#5, #7, and #89 stone)	4,600 SY
Fog/Sand Seal	4,600 SY

Sycamore Drive

Prime (Pretreatment)	3,000 SY
Triple Surface Treatment (#5, #7, and #89 stone)	3,000 SY
Fog/Sand Seal	3,000 SY

Please see attachment A, regarding GDOT specifications and note the column labeled "Triple".

FAILURE TO RETURN THIS PAGE WITH QUOTE DOCUMENTS COULD RESULT IN REJECTION OF BID

BID SCHEDULE

ITEM #	DESCRIPTION	State Start Date	State Completion Date	TOTAL PRICE
1	Triple Surface Treatment of EM Croy Road			\$
2	Triple Surface Treatment of Sycamore Drive			\$
TOTAL				\$

Start and completion dates may be taken into consideration when determining award.

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to 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 fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____ E-mail address _____

Contact Person (if someone other than the authorized representative listed above) _____

Telephone Number _____ Fax Number _____ E-mail address _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

Company Name _____



**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners 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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



BL085-23 Triple Surface Treatment of EM Croy Road and Sycamore Drive

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CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20__

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy.

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-

admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any

information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. 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. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

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 determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company

must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable

grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest

at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of

the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment

provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing

Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.
- The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer Initials: OG

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

Section 424—Bituminous Surface Treatment

424.1 General Description

This work includes placing one or more applications of bituminous material and aggregate on a previously prepared base or pavement.

424.1.01 Definitions

- **Single Surface Treatment:** One application of bituminous material that is covered with aggregate.
- **Double Surface Treatment:** A bituminous material application that is covered with aggregate of the size specified in the proposal followed by a second bituminous material application that is covered with a second specified size aggregate.
- **Triple Surface Treatment:** A bituminous material application that is covered with a specified size aggregate followed by subsequent applications of bituminous material that are covered with successively smaller size nominal aggregates.

424.1.02 Related References

A. Standard Specifications

[Section 105—Control of Work](#)

[Section 800—Coarse Aggregate](#)

[Section 820—Asphalt Cement](#)

[Section 824—Cationic Asphalt Emulsion](#)

B. Referenced Documents

[QPL 65](#)

424.1.03 Submittals

General Provisions 101 through 150.

424.2 Materials

A. Bituminous Material

Select the bituminous material from any type and grade listed in the materials table below. Notify the Engineer at least 10 days before ordering the bituminous material. The Engineer must approve the bituminous material choice.

For a list of latex sources, see [QPL 65](#).

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Asphalt Cement, Performance Grade PG 58-22 or PG 64-22*	820.2.01
Cationic Asphalt Emulsion, Grade CRS-2h or CRS-3*	824.2.01
Coarse Aggregate, Class A Crushed Stone or Crushed Slag, Group I or II	800.2.01
* Use PG 64-22 or CRS-3 only at the Engineer's direction. (See Subsection 424.3.05.B.)	

B. Aggregates

The size and group of aggregates used in the surface treatment are specified in the Proposal under the appropriate Line Item.

Section 424—Bituminous Surface Treatment

Do not use unconsolidated limerock unless provided for in the Plans or Proposal.

Use Class B aggregates only where the surface treatment is used for shoulder construction or where it is to be overlaid with asphaltic concrete.

424.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

424.3 Construction Requirements

424.3.01 Personnel

General Provisions 101 through 150.

424.3.02 Equipment

Have the Engineer approve equipment types and quantities before using equipment on the Project.

Ensure that the equipment used to construct the surface treatment:

- Produces work that complies with the standards in this section
- Is on the Project and in proper working order before construction begins

A. Aggregate Spreader

The Department will inspect annually the aggregate spreader before it is used in the work. If the spreader is approved, the Department will attach an equipment certification sticker to the spreader.

Use a self-propelled aggregate spreader that can apply aggregate at the desired rate uniformly and accurately without corrugation, overlaps, or excess deficient areas.

Ensure that the spreader can spread courses to the required widths. Provide spreaders to promptly cover the full width of the asphalt application.

B. Pressure Distributor

The Department will inspect annually the pressure distributor before it is used in the work. If the distributor is approved, the Department will attach an equipment certification sticker to the distributor. The pressure distributor should be equipped as follows:

1. Mount the pressure distributor on pneumatic tires wide enough to prevent damage to the road surface.
2. Design, equip, maintain, and operate the distributor so that the bituminous material will be heated and applied evenly throughout the length of the spray bars. Ensure that it maintains a constant, uniform pressure on the nozzles.
3. Install screens between the tank and the nozzles and clean them frequently to prevent clogging.
4. Use an adjustable distributor that can deliver controlled amounts of bituminous material from 0.04 to 1.0 gal/yd², ± 0.02 gal/yd² (0.18 to 4.53 L/m², ± 0.10 L/m²) up to 24 ft (7.2 m) wide without atomization, streaking, or pulsation in the flow.
5. Use a distributor equipped with the following:
 - A tachometer and thermometers to indicate the application rate and the temperature of the tank contents
 - Measuring devices to accurately indicate the amount of bituminous material, in gallons (liters), in the distributor before and after each application
 - Full circulating spray bars that can be adjusted laterally to conform to a stringline and capable of vertical and horizontal adjustment.
 - A positive shut-off control to prevent dripping bituminous material on the roadway

Section 424—Bituminous Surface Treatment

- A distributor tank equipped with a sample valve in a safe and convenient location to obtain bituminous material samples

C. Heating Equipment

Ensure that heating equipment will heat and maintain the bituminous material uniformly at the temperature required. Provide an accurate thermometer.

D. Smooth-Wheeled Rollers

Use self-propelled, tandem-type smooth-wheeled rollers that can be alternated with pneumatic-tired wheels. The rollers shall weigh from 3 to 8 tons (3 to 7 Mg). Ensure that the roller weights within these limits can properly compact the materials.

E. Pneumatic-Tired Rollers

Use self-propelled pneumatic-tired rollers with treads that will not disturb the aggregates. Rollers with pneumatic-tired wheels that can be alternated with a steel drum are also permitted.

F. Power Broom and Power Blower

Provide at least one power broom and one power blower, or a combination power broom and blower, that can remove dust or loose materials from the road surface.

424.3.03 Preparation

Firmly compact, finish, and prime new bases. Ensure that the bases conform to the lines, grades, and cross sections within the tolerances specified.

A. Removing Foreign Material

Use power brooms, power blowers, hand brooms, or other means to remove loose material, dust, dirt, clay, and other materials that prevent bituminous materials from adhering to the base.

Take special care to clean the outer edges thoroughly. Where necessary, use a motor grader blade to remove excess material off the paving edge.

B. Condition of Prime

Check the condition of prime as follows:

1. Ensure the prime is cured before placing the mat course.
2. Repair the prime if it is loose, soft, unbonded, removed, or damaged.
3. Remove concentrations of excess prime.
4. Perform additional rolling with a pneumatic-tired roller before surface treatment when directed by the Engineer.

424.3.04 Fabrication

General Provisions 101 through 150.

424.3.05 Construction

A. Observing Seasonal and Weather Limitations

Apply bituminous surface treatment and corresponding bituminous materials only between the dates given in [Table 1](#), below. The dates are given by zones shown on the [Georgia Geographic Map](#), below

No exceptions are permitted except as authorized by the Engineer.

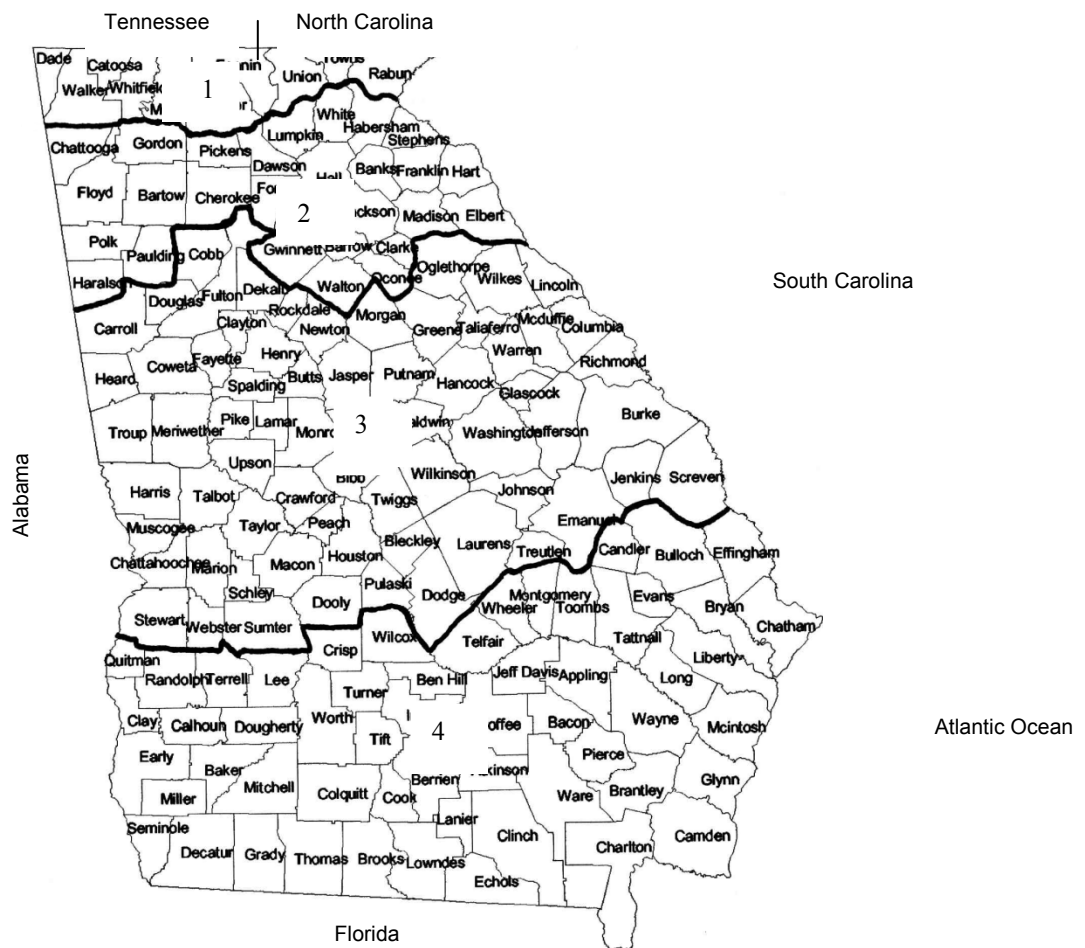
Table 1—Surface Treatment Seasonal Restrictions

Section 424—Bituminous Surface Treatment

Zone	Asphalt Cement	Emulsified Asphalt
1	May 1–September 15	April 10–September 15
2	April 15–October 5	April 1–October 5
3	April 10–October 20	March 25–October 20
4	April 1–November 1	March 15–November 1

Do not apply asphalt cement to a wet surface or when the temperature is below 65 °F (18 °C). Never apply emulsions if the temperature is below 55 °F (13 °C).

NOTE: If hot mix asphaltic concrete will be applied over the surface treatment, the Engineer may waive the seasonal and temperature limitations providing that traffic is not permitted on the surface treatment until it is covered with hot mix asphaltic concrete.



Georgia Department of Transportation Geographical Map
For Surface Treatment and Slurry Seal

B. Using PG 64-22 or CRS-3

Only use PG 64-22 or CRS-3 when directed by the Engineer due to a problem with excessive aggregate pickup during high ambient temperature.

C. Observing Sequence of Operations and Quantities of Materials

The sequence of operations and quantities of materials are shown in [Table 2 \(Table 2—metric\)](#).

The Engineer will determine the material quantities to be used during construction and may change the minimum or maximum application rate of any course during construction if the total quantities are within the amounts shown in [Table 2 \(Table 2—metric\)](#). Any deviation, or minus from the table quantities, will require a negotiated adjustment of the Contract price, which will be authorized by an approved Supplemental Agreement.

D. Heating Bituminous Material

Evenly heat the entire mass of bituminous material for each application under positive control. While the material is being applied, maintain it within the specified temperature range.

Section 424—Bituminous Surface Treatment – Table 2

Application	Type Construction										
	Single			Double			Triple				
Stone Sizes	1st appl.		#89	#7	#6		#7	#6		#6	#5
	2nd appl.						#89	#7		#7	#7
	3rd appl.									# 89	# 89
	Control Tolerance					Control Tolerance			Control Tolerance		
1st Application Bituminous Materials (gal/yd ²) PG 58-22 or PG 64-22	± .02	.17-.19	.18-.25	.22-.30	± .02	.20-.27	.26-.34	± .02	.20-.30	.24-.34	
CRS-2h, CRS-3	± .02	.20-.22	.21-.29	.25-.35	± .02	.23-.32	.30-.40	± .02	.23-.35	.28-.40	
1st Application Stone (ft ³ /yd ²)	± .03	.14-.18	.18-.26	.30-.42	± .03	.18-.26	.30-.42	± .03	.30-.42	.41-.53	
2nd Application Bituminous Materials (gal/yd ²) PG 58-22 or PG 64-22					± .02	.18-.24	.24-.31	± .02	.20-.27	.20-.27	
CRS-2h, CRS-3					± .02	.21-.28	.28-.36	± .02	.23-.32	.23-.32	
2nd Application Stone (ft ³ /yd ²)					± .03	.14-.18	.18-.26	± .03	.18-.26	.18-.26	
3rd Application Bituminous Materials (gal/yd ²) PG 58-22 or PG 64-22								± .02	.18-.24	.18-.24	
CRS-2h, CRS-3								± .02	.21-.28	.21-.28	
3rd Application Stone (ft ³ /yd ²)								± .03	.14-.18	.14-.18	
Total Bituminous Materials (gal/yd ²) PG 58-22 or PG 64-22	± .02	.17-.19	.18-.25	.22-.30	± .03	.38-.51	.50-.65	± .04	.58-.81	.62-.85	

Section 424—Bituminous Surface Treatment

Application	Type Construction									
	Single				Double			Triple		
CRS-2h, CRS-3	± .02	.20-.22	.21-.29	.25-.35	± .03	.44-.60	.58-.76	± .04	.67-.95	.72-1.0
Total Stone (ft ³ /yd ³)	± .03	.14-.18	.18-.26	.30-.42	± .04	.32-.44	.48-.68	± .05	.62-.86	.73-.97

Notes:

- The bituminous material and stone for each application may be varied by the Engineer, at no increase in cost, outside of the minimum or maximum shown in the table provided the total of the materials is within the limits of the total minimum and total maximum of all courses.
- Maintain the control tolerances shown above or stop the work until the necessary corrections are made.
- Apply at least one seal coat to the mat course on the same day when multiple applications are specified.

Section 424—Bituminous Surface Treatment – Table 2 (Metric)

Application	Type Construction										
	Single				Double			Triple			
Stone sizes	1st appl.		#89	#7	#6		#7	#6		#6	#5
	2nd appl.						#89	#7		#7	#7
	3rd appl.									#89	#89
	Control Tolerance					Control Tolerance			Control Tolerance		
1st Application Bituminous Materials (L/m ²) PG 58-22 or PG 64-22	± .09	.77-.86	.82-1.13	1.00-1.36	± .09	.91-1.22	1.18-1.54	± .09	.91-1.36	1.09-1.54	
CRS-2h, CRS-3	± .09	.91-1.00	.95-1.31	1.13-1.58	± .09	1.04-1.45	1.36-1.81	± .09	1.04-1.58	1.27-1.81	
1st Application Stone (m ³ /m ²)	± .001	.005-.0060	.0060-.009	.01-.014	± .001	.006-.009	.01-.015	± .001	.01-.014	.14-.018	
2nd Application Bituminous Materials					± .09	.82-1.09	1.09-1.40	± .09	.91-1.22	.91-1.22	

Section 424—Bituminous Surface Treatment

Application	Type Construction									
	Single				Double			Triple		
(L/m ²) PG 58-22 or PG 64-22										
CRS-2h, CRS-3					± .09	.95-1.26	1.27-1.63	± .09	1.04-1.45	1.04-1.45
2nd Application Stone (m ³ /m ²)					± .001	.005-.006	.006-.009	± .001	.006-.009	.006-.009
3rd Application Bituminous Materials (L/m ²) PG 58-22 or PG 64-22								± .09	.82-1.09	.82-1.09
CRS-2h, CRS-3								± .09	.95-1.27	.95-1.27
3rd Application Stone (m ³ /m ²)								± .001	.005-.006	.005-.006
Total Bituminous Materials (L/m ²) PG 58-22 or PG 64-22	± .09	.77-.86	.82-1.13	1.00-1.36	± .14	1.72-2.31	2.26-2.94	± .18	2.63-3.67	2.81-4.53
CRS-2h, CRS-3	± .09	.91-1.00	.95-1.31	1.13-1.58	± .14	1.99-2.72	2.63-3.44	± .18	3.04-4.30	3.26-4.53
Total Stone (m ³ /m ²)	± .001	.005-.006	.006-.009	.01-.014	± .0013	.011-.015	.016-.024	± .0016	.021-.029	.025-.033
<p>Notes:</p> <ul style="list-style-type: none"> • The bituminous material and stone for each application may be varied by the Engineer, at no increase in cost, outside of the minimum or maximum shown in the Table provided the total of the materials is within the limits of the total minimum and total maximum of all courses. • Maintain the control tolerances shown above or stop the Work until the necessary corrections are made • Apply at least one seal course to the mat course on the same day when multiple applications are specified. 										

E. Applying Bituminous Material

The following are temperatures at which bituminous material shall be applied.

Bituminous Material	Asphalt Cement	CRS-2h	CRS-3
Application temperature °F (°C)	275–350 (135– 175)	140– 180 (60– 80)	140– 180 (60– 80)

NOTE 1: Do not store emulsified asphalts at temperatures exceeding 150 °F (65 °C) for any extended time.

NOTE 2: Do not place bituminous surface treatment on fresh asphaltic concrete, except for paved shoulders, until the asphaltic concrete has been in place at least 30 days.

The Engineer will designate the maximum area to which bituminous material may be applied at one time. Apply the material as follows:

1. After applying the bituminous material to the section, immediately cover it with the correct application rate of aggregate before beginning the next section.

Do not apply the bituminous material to the full width of the pavement unless the aggregate spreader can immediately cover the full width of the applied material.

NOTE: Never allow bituminous material to chill, set up, dry, or reach a condition that impairs the retention of cover aggregate before the aggregate is applied.

2. When a longitudinal joint is necessary:
 - Do not overlap the applications more than 4 in (100 mm).
 - Do not leave any area uncovered.
 - Never allow excess quantities of bituminous materials to build up.
3. On curves that require widening:
 - a. Shoot the extra width on the outside first.
 - b. Shoot the normal width with the distributor and follow the inside paving edge.
4. Ensure that the spray of bituminous material is uniform at all times. If the spray is not uniform:
 - a. Stop the work.
 - b. Change equipment, personnel, or methods to attain the required uniformity.
 - c. Apply bituminous material at one-half the width of the roadway, if necessary.
5. If streaking develops:
 - a. Stop the distributor and correct the problem before proceeding.
 - b. Use a hand hose or a hand pouring pot to cover the streaked areas at approximately the same application rate of bituminous material.
6. If a part of the work cannot be reached by the distributor, treat it by hand hoses with nozzles.
7. Protect curbs, gutters, handrails, and other structures from discoloration by the bituminous material. Remove bituminous material that is sprayed or spilled on these structures.
8. Ensure that the bituminous material joins neatly in place by beginning and ending the asphalt application from a heavy paper or tight trough that is longer than the width of the treatment being applied. Place it to catch and hold the surplus material.
9. When cleaning and emptying the distributor, empty it where the bituminous material can be covered with dirt and completely disposed of without damaging the Rights-of-Way.

Section 424—Bituminous Surface Treatment

F. Spreading Aggregates

Spread the aggregates as follows:

1. Ensure that aggregates do not contain free moisture when spread.
2. Apply aggregate immediately after applying bituminous materials.
3. Uniformly spread the aggregate at the specified rate without corrugations, overlaps, excess, or deficient areas.
4. Move the spreader at a uniform speed, regardless of the grade.
5. Ensure that the distance that the aggregate free falls remains constant during spreading.
6. Remove corrugations. Operate the spreader to prevent overlap of aggregates. If overlap occurs, remove the excess aggregate before rolling.
7. Ensure a uniform aggregate spread by hand spotting and brooming as necessary.

G. Rolling

Select a rolling pattern and speed that will thoroughly key the aggregate into the bituminous material. The Engineer must approve the pattern and speed.

If a steel wheel roller will fracture the aggregate, use pneumatic-tired rollers only.

H. Brooming

Use a revolving broom as necessary, supplemented by hand brooming, to remove or redistribute excess stone. Take care not to unseat bonded stone when brooming.

I. Controlling Traffic

Do not allow traffic on an individual course until the bituminous material has cooled or set enough to ensure that the aggregates will not be loosened, dislodged, or whipped off by slow-moving traffic.

When traffic is permitted back on the course, the Engineer will determine the speeds and specify the control devices to limit the speed. Continue this control until the Engineer permits the road to be opened for general traffic.

424.3.06 Quality Acceptance

General Provisions 101 through 150.

424.3.07 Contractor Warranty and Maintenance

Maintain and protect the surface course as specified in [Section 105](#) until the Project has been accepted. Make repairs as the Engineer directs. The cost of maintenance, protection, and repair is included in the Unit Prices Bid for the Item for which they apply.

424.4 Measurement

The area to be measured is the number of square yards (meters) of each type surface treatment completed and accepted.

424.4.01 Limits

The length is measured along the surface. The width is specified on the Plans, plus or minus any authorized changes. Irregular areas are measured by the surface square yard (meter) within the lines shown on the Plans or authorized changes.

424.5 Payment

The accepted area of surface treatment will be paid for at the Contract Unit Price per square yard (meter) complete for each type and stone size specified.

Payment will be made under:

Item No. 424	Single surface treatment stone size __group__	Per square yard (meter)
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Section 424—Bituminous Surface Treatment

Item No. 424	Double surface treatment stone size __ and __ group __	Per square yard (meter)
Item No. 424	Triple surface treatment stone sizes __, __ and __, group __	Per square yard (meter)

424.5.01 Adjustments

If a supplemental agreement is approved, payments will be adjusted as per the Contract Unit Price.

Section 427—Emulsified Asphalt Slurry Seal

427.1 General Description

This work includes placing slurry seal. Emulsified asphalt slurry seal is a thin application of a mixture of fine non-plastic aggregate, emulsified asphalt, mineral filler, and water.

427.1.01 Definitions

General Provisions 101 through 150.

427.1.02 Related References

A. Standard Specifications

[Section 413—Bituminous Tack Coat](#)

[Section 802—Aggregates for Asphaltic Concrete](#)

[Section 822—Emulsified Asphalt](#)

[Section 824—Cationic Asphalt Emulsion](#)

[Section 830—Portland Cement](#)

[Section 882—Lime](#)

[Section 883—Mineral Filler](#)

B. Referenced Documents

[GDT 91](#)

[GDT 43](#)

427.1.03 Submittals

A. Slurry Seal Design

At least two weeks before beginning the work, submit to the Office of Materials and Research (OMR) design samples of each ingredient to be used in the slurry seal mix. Include in the samples information concerning sources, type of materials, and project number. Do not begin slurry seal work until the OMR has approved the slurry mix design.

Submit the slurry seal mix design that will be used on the Project to the Engineer.

B. Equipment Calibration

Before placing slurry seal, furnish the Engineer with a calibration of the slurry mixing equipment.

427.2 Materials

Ensure that the materials to be used meet the following specifications:

A. Aggregate

Ensure that the aggregate used in emulsified asphalt slurry seal meets the requirements of [Subsection 802.2.01](#). Except, use aggregate manufactured from Group II, Class A or B crushed stone or slag with a sand equivalent value of at least 50.

Ensure that the aggregates shipped to the project are uniform and do not require blending or premixing at the storage area before use.

Section 427—Emulsified Asphalt Slurry Seal

B. Mineral Filler

Material	Section
Portland Cement	830 and 883
Hydrated Lime	882 and 883

C. Emulsified Asphalt

Material	Section
Emulsified Asphalt: SS-1h	822
Cationic Asphalt Emulsion: CSS-1h	824

D. Water

Ensure that water for slurry seal mixtures is clear and free of oil, salt, acid, alkali, organic, and other harmful substances.

The Engineer may require a water sample be sent to the OMR for evaluation before work begins on the Project.

E. Mixture Composition

Use an emulsified asphalt slurry seal that is a uniform mixture of aggregate, emulsified asphalt, mineral filler, and water.

The Engineer may require any element to be adjusted or replaced to produce an acceptable slurry seal. Proportion the elements to produce a uniform mixture that meets the requirements of the Table below:

Emulsified Asphalt Slurry Seal Mixture		
Mixture Control Tolerances, %	Sieve Size	% Passing
±0	3/8 in (9.5 mm)	100
±6	No. 4 (4.75 mm)	90 to 100
±5	No. 8 (2.36 mm)	65 to 90
±4	No. 50 (300 µm)	20 to 45
±3	No. 200 (75µm)	8 to 16
Design Requirements		
±0.75	Range for percent residual asphalt	*7.5 to13.5
±0.2 (5)	Flow inch (mm), GDT 91	1 (25)
n/a	Wear lb/ft ² (g/m ²) GDT 43 maximum	0.220 (1075)
*Percent residual asphalt is based on weight of the dry aggregate.		

Emulsified asphalt slurry seal is used to seal small cracks and correct moderate surface condition. Apply this type at a rate of 10 to 20 lbs/yd² (5.5 to 11 kg/m²) based on dry aggregate weight.

If more than 20 lbs/yd² (11 kg/m²) of emulsified asphalt slurry seal is required, apply additional lifts of the same mixture.

Maintain the gradation and percent residual asphalt as shown on the slurry seal design or as established by the Engineer within the mixture control tolerances listed.

Section 427—Emulsified Asphalt Slurry Seal

427.2.01 Delivery, Storage, and Handling

A. Transporting and Storing Asphalt Emulsions

Transport asphalt emulsions using containers free of foreign material. Asphalt emulsion will not be accepted if a transporting vehicle has leaked or spilled during transit.

Store the asphalt emulsion in stationary rail or truck tanks that can be used to fill the slurry seal truck tanks. Equip the storage and truck tanks to prevent water from entering the emulsion. Provide heat if necessary to prevent freezing.

B. Stockpiling Aggregates

Stockpile the aggregate in an area that drains readily. Take precautions to prevent stockpile contaminations such as soil, vegetation, or oversize rock. Load the aggregate on to the slurry seal trucks without segregating it.

427.3 Construction Requirements

427.3.01 Personnel

General Provisions 101 through 150.

427.3.02 Equipment

Equipment, tools, and machines used to perform this work are subject to the Engineer's approval. The Engineer may discontinue the work if more equipment and tools are needed to place the materials. Do not use malfunctioning equipment to perform the work.

A. Slurry Mixing Equipment

Before slurry seal placement begins, furnish the Engineer with a calibration of the slurry mixing equipment. Ensure that the mixing machine is equipped with the following:

- Revolution counter to count the feeder belt revolutions continuously or intermittently as desired by the Engineer
- Water pressure system and a fog-type spray bar to fog the surface prior to spreading the slurry mix
- Continuous flow mixing unit that can deliver a predetermined proportion of aggregate, water, mineral filler, and asphalt emulsion to the mixing chamber and discharge the thoroughly mixed product continuously

Pre-wet the aggregate and mineral filler in the machine immediately before mixing it with the emulsion.

NOTE: Use caution when mixing to ensure that the emulsion does not set up prematurely.

B. Slurry Spreading Equipment

Use a mechanical squeegee spreader with a flexible strike-off that contacts the surface (ensure that the spreader is adjustable to spread evenly and to prevent loss of slurry on varying grades and crowns)

Use a spreader equipped with augers, a steering device, a flexible strike-off, and a device to adjust the coverage width.

Keep the spreader box clean and free of asphalt and aggregate build-up. The type of flexible strike-off and the burlap drags or other drags are subject to the Engineer's approval.

C. Cleaning Equipment

Ensure that power brooms, power blowers, air compressors, water flushing equipment, and hand brooms can thoroughly clean cracks and the old surface.

D. Auxiliary Equipment

Provide hand squeegees, hand brooms, shovels, and other equipment needed to perform the work.

Section 427—Emulsified Asphalt Slurry Seal

427.3.03 Preparation

Immediately before applying the slurry:

1. Remove loose material, silt spots, vegetation, and other objectionable material from the pavement. If the pavement has considerable cracks, do not flush it with water.
2. Prepare the surface as specified in the Standard Specifications for slurry seal.

427.3.04 Fabrication

General Provisions 101 through 150.

427.3.05 Construction

A. Observe Weather Limitations

Do not apply slurry seal if the pavement or ambient temperature is 55 °F (13 °C) or below and falling. If both the ambient and pavement temperatures are 45 °F (7 °C) or above and rising, the slurry seal may be applied.

If the relative humidity exceeds 80 percent or the weather is overcast, the Engineer will determine when to apply the slurry seal.

B. Apply Tack Coat

Before placing the slurry seal, apply a bituminous tack coat consisting of one part emulsion and three parts water to the old surface as follows:

1. Apply a tack coat with the same asphalt emulsion type and grade as used in the slurry seal.
2. Apply the tack coat according to [Section 413](#).
3. Apply the tack coat with an asphalt distributor.
4. Apply the tack coat at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.46 L/m²) of the diluted emulsion. The Engineer will determine the exact application rate.

C. Prepare the Mix

Prepare the mix as follows:

1. Thoroughly mix the material proportions approved for use. Do not mix for more than four minutes.
2. Adjust the amount of water or mineral filler to reach the desired consistency.
3. If the proper slurry consistency cannot be maintained, stop the work and correct the problem by changing the proportions or material sources.

D. Apply the Slurry Seal

Place the slurry seal uniformly across the width of the traffic lane unless otherwise specified or directed by a Special Provision in the proposal or the Engineer. Carry enough slurry seal in the spreader to completely cover the surface.

Apply the slurry seal as follows:

1. Adjust the squeegee action to permit the mix to flow freely and leave a smooth surface.
2. If local conditions require, pre-wet the surface with water by fogging ahead of the slurry box. Closely control pre-wetting to prevent water runoff or puddling.
3. Do not deposit slurry mixture that is not the desired consistency.
4. After depositing the slurry, do not add additional elements.
5. Prevent the following:
 - Lumping, balling, or unmixed aggregate
 - Segregation of the emulsion and aggregate fines from the coarse aggregate

Section 427—Emulsified Asphalt Slurry Seal

- Excessive buildup or unsightly appearance on longitudinal or transverse joints
6. If the coarse aggregate settles to the bottom of the mix, remove the slurry from the pavement.
 7. Place longitudinal joints on two-lane roadways as close to the center of the pavement as possible.
If the roadway has more than two lanes of traffic, place the longitudinal joints as close as possible to where traffic stripes will be placed.

E. Apply by Hand

Use approved squeegees to spread slurry in areas that are not accessible to the slurry spreader. Do not leave unsightly marks from the hand work.

F. Control Traffic

Do not allow traffic on the slurry seal until it has cured enough to withstand marring and tearing, and until no water will be pumped to the surface. Control traffic as necessary to prevent damage to the slurry. Repair any traffic damage to the slurry seal at the Contractor's expense.

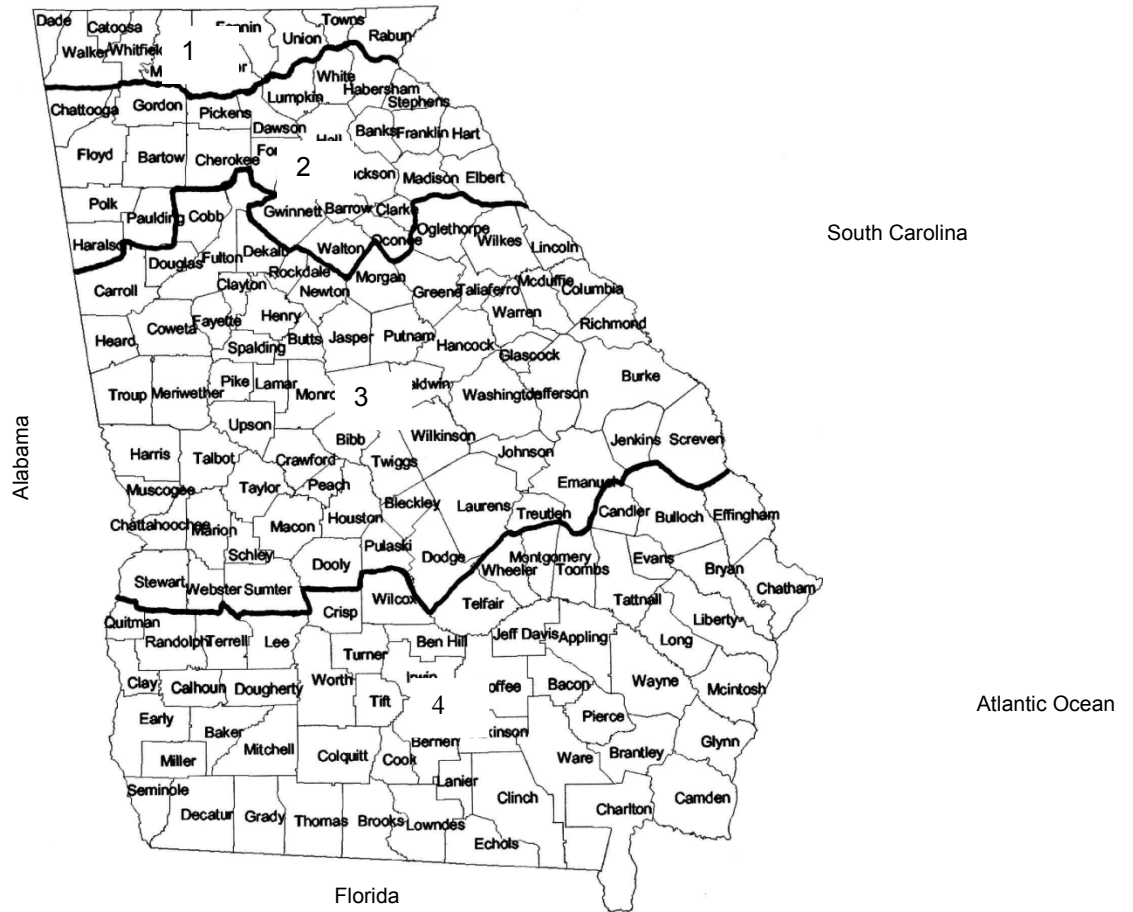
G. Observe Seasonal Limitations

Apply slurry seal between the dates given in the Table below. The dates are given by zones shown on the [Georgia Geographic Map](#), below. The Engineer shall authorize any exceptions.

Zones	Dates
1	April 15 – October 1
2	April 10 – October 25
3	April 1 – October 31
4	April 1 – October 31

Tennessee | North Carolina

Section 427—Emulsified Asphalt Slurry Seal



Georgia Department of Transportation Geographical Map
For Surface Treatment and Slurry Seal

427.3.06 Quality Acceptance

General Provisions 101 through 150.

427.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

427.4 Measurement

Emulsified asphalt slurry seal is measured by the square yard (meter) complete in place and accepted. The lengths and widths to compute square yards (meters) are specified in [Section 109](#).

Diluted emulsified tack coat is measured and paid for according to [Section 413](#).

427.4.01 Limits

General Provisions 101 through 150.

Section 427—Emulsified Asphalt Slurry Seal

427.5 Payment

Emulsified asphalt slurry seal is paid for at the full Contract Price per square yard (meter) and is full compensation for furnishing materials, including bituminous materials, equipment, work, and labor.

Payment will be made under:

Item No. 427	Emulsified asphalt slurry seal type ____ stone, Group II	Per square yard (meter)
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427.5.01 Adjustments

General Provisions 101 through 150.