



INVITATION TO BID NO: 19-048

Xpress Hampton Park and Ride Lot Paving Services

for the
State Road and Tollway Authority

Instructions to Bidders:

All spaces below, as well as the documents referenced in Section 2.6 are to be filled in with signatures supplied where indicated. Failure to sign bid may render your bid invalid.

BID OF:

Name of Bidder: _____

Address: _____

(Street Address)

City, State and Zip Code: _____

SUBMIT BID TO:

STATE ROAD AND TOLLWAY AUTHORITY
Leanna Jordan Pierre, Procurement Manager
245 Peachtree Center Avenue, NE
Suite 2200
Atlanta, Georgia 30303

Bids Due and Open: Nov. 5, 2018, 2:00 PM, Local Time (Atlanta, GA)

**Schedule of
Events**

Release ITB	Oct. 5, 2018
Deadline for Vendor Written Questions (Submit questions by email to gthomason@srta.ga.gov)	Oct. 15, 2018, 2PM EST
SRTA Responses to Written Questions	Oct. 18, 2018
Bid Due Date & Opening	Nov. 5, 2018 2PM EST
Notice of Intent to Award	Nov. 7, 2018*
Notice of Contract Award	Nov. 14, 2018*

All questions should be submitted by email to lpierre@srta.ga.gov. Questions must be submitted no later than the deadline specified in the above Schedule of Events. Answers to written questions received will be available at the State Road and Tollway Authority (SRTA) website at <http://www.srta.ga.gov>.

Answers are provided for informational purposes only and will not be considered binding unless incorporated by amendment to this ITB. All questions and answers will be posted to the SRTA's website where the ITB document is located. **Bidders are reminded and encouraged to check this website daily for any changes to the ITB as well as to check this website for Notice of Contract Award. Posting of Notice of Award shall constitute official public notification.**

*Tentative and subject to change with no formal modification to the ITB documents. Changes to all other dates require the issuance of a formal addendum to the ITB document.

STATE ROAD AND TOLLWAY AUTHORITY
INVITATION TO BID
PART 1-SOLICITATION, OFFER, AND AWARD

1. INFORMATION FOR BIDDERS

1.1 Purpose of Procurement

The State Road and Tollway Authority (SRTA) is issuing this Invitation to Bid (ITB) to establish a Contract for the purchase of paving services. All bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide paving services as provided herein.

The services to be performed shall generally fall into the following National Institute of Governmental Purchasing (NIGP) Code:

- 91336-Construction, Parking Lot and Alley

All respondents to this ITB are subject to the instructions communicated in this document and are cautioned to review the entire ITB and carefully follow the instructions herein.

Bids will be accepted until 2:00PM (EST), **November 5, 2018**. Instructions for requesting or accessing a copy of the ITB are included below.

1.2 SRTA Background

The State Road and Tollway Authority (SRTA) is a state-level, independent Authority created by the Georgia General Assembly to operate tolled transportation facilities within Georgia and act as the transportation financing arm for the State. SRTA manages the collection of tolls on Georgia's Express Lanes System through the use of Peach Pass, the state's all-electronic tolling technology.

As of 2017, SRTA and the Georgia Regional Transportation Authority (GRTA) jointly provide the services of both state authorities. This includes management of the Xpress Commuter Coach Service, which provides workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center as well as the administration of the Atlanta region's vanpool program.

SRTA has the authority to finance any type of transportation improvement using traditional methods of financing such as bonds, loans, notes and equity partnerships. SRTA has issued Grant Anticipation Revenue Vehicle (GARVEE) bonds, underwritten by the state's future federal transportation revenues, for non-toll projects on behalf of the Georgia Department of Transportation. As an issuer of tax-exempt bonds, SRTA is responsible for ensuring that all applicable U.S. Securities and Exchange Commission rules and federal law requirements are met. SRTA and the Georgia Department of Transportation have consistently demonstrated their ability to meet these requirements.

SRTA also administers the Georgia Transportation Infrastructure Bank (GTIB), a revolving infrastructure investment fund, much like a bank, that provides loans with attractive terms to state, regional and local government entities to fund much needed local transportation projects. GTIB grants are also awarded for selected transportation improvement projects on a competitive basis throughout the state of Georgia.

1.3 Restriction on Communications with SRTA

From the issue date of this ITB until the final award is announced, Bidders are not allowed to communicate, for any reason, with any SRTA staff regarding this ITB except through the Issuing Officer named herein, as defined in this ITB. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. SRTA reserves the right to reject the bid of any Bidder violating this provision.

Any oral communications will be considered unofficial and non-binding on SRTA. Bidders should only rely on written statements issued by the SRTA Procurement Specialist.

1.4 *SRTA Contact Information*

The mailing and delivery address for all correspondence and/or deliveries related to and during this solicitation for SRTA shall be directed as follows:

State Road and Tollway Authority
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.10 below) must be directed in writing to:

Leanna Pierre, Procurement Manager
State Road and Tollway Authority
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303
E-mail: lpierre@srtga.gov

2. SOLICITATION TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

2.1 *Deadline for Submission of Bids/Late Bids*

Bids submitted in response to SRTA Solicitation No. 19-048 must be received by SRTA no later than 2:00 p.m. (EST) on November 5, 2018 to ensure that they are evaluated for contract award. Bids received after the submission deadline will not be evaluated.

2.2 *Submission of Bids*

Preparation of bids should be made in such a way as to provide a straight forward, concise delineation of capabilities and compliance with requirements of this ITB. Expensive binders, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

The mailing and delivery address for all correspondence and/or deliveries related to and during this solicitation for SRTA shall be:

**State Road and Tollway Authority
Attn: Leanna Jordan Pierre - ITB No. 19-048
245 Peachtree Center Avenue, NE
Atlanta, Georgia 30303**

All bids shall be submitted to the above address. The responsibility for submitting a bid to SRTA on or before the stated time and date will be solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to ensure that its bid is successfully delivered to SRTA by the specified date and time. SRTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or any other cause or occurrence. Verbal, faxed, or unsealed bids will not be accepted.

2.3 *Amendments to the Solicitation (Addenda)/Postponement of Bid Submission Deadline*

SRTA reserves the right to revise or amend the solicitation up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda to the ITB and posted on the SRTA website as set forth below. If an addendum significantly changes the ITB, the date set for the submission of bids may be postponed by such number of days as in the opinion of SRTA shall enable potential Bidders to revise their bids. In any case, the

bid submission deadline shall be at least five days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the ITB and will prevail over inconsistent or conflicting provisions contained in the original ITB. Copies of all addenda will be made available on the SRTA website under [Doing Business with SRTA](#). SRTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. It is the responsibility of the Bidder to check the SRTA website daily to ensure that it has received notification of any changes to the ITB.

Bidders shall acknowledge receipt of all addenda by completing and submitting Offer Document #7 (Acknowledgement of Addenda), as part of its ITB. As with other required documentation, bids that fail to reference receipt of addenda by inclusion of Offer Document #7 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

2.4 *Format of Bids and Methods of Delivery*

An original hard copy, two duplicate hard copies, and one electronic copy of all bid documents technical literature, and any supporting documentation shall be submitted prior to bid opening. If there are any conflicts or discrepancies between the submitted documents, the contents of the original hard copy shall govern.

The “original” paper copy of the bid submission must be unbound. All paper copies must be clearly marked as being either “Original” or “Copy” as applicable.

All bids must be prepared and submitted in accordance with the ITB document format and content requirements. Bids must be typed in English and all pricing must be provided in US dollars. As a condition of submission responsiveness, all Offer Documents that require the signature of Bidder must be signed.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a bid on USB drive must be clearly marked with the following identifier on the outside of the envelope, package or box:

“Bid in response to SRTA Solicitation No. 19-048:

ITB for Xpress Hampton Park & Ride Lot Paving – November 5, 2018, 2:00 p.m. (EST)

ATTN: Leanna Jordan Pierre, Procurement Manager

To be opened by addressee only.”

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the bid being discovered and/or opened late. SRTA is not responsible for bids discovered and/or opened late due to Bidder’s failure to mark the bid as specified. It is the sole responsibility of the Bidder to ensure that its bid is successfully delivered to SRTA by the specified date and time. SRTA is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services.

Any contract award made as a result of this solicitation shall bind the Bidder to all of the terms, conditions and specifications set forth in this ITB.

2.5 *Contract Questions, Clarifications and Modifications*

From the date of issuance of this solicitation through the date of contract award by the SRTA, all official communications to and from SRTA regarding this solicitation will be transmitted in writing (defined as being sent or received via letter or email on official firm/agency letterhead or by electronic mail). SRTA shall not be responsible for any oral statements made by its employees regarding this solicitation.

Questions regarding the ITB must be submitted to SRTA in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) by 2:00 p.m. (EST) on October 15, 2018. Written questions must be submitted to the attention of Leanna Jordan Pierre, Procurement Manager in accordance with Section 3 above. Inquiries must be in the form of questions. There is no prescribed form for the submission of written questions. SRTA may not respond to written questions received after the submission deadline.

2.6 SRTA staff will review all written questions that are received by the submission deadline and will post responses to all questions to both the Georgia Procurement Registry web site at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and SRTA web site at <http://www.srta.ga.gov/doing-business-with-us/> on or before October 18, 2018. It is the sole responsibility of the Bidder to make itself aware of SRTA’s responses to written questions. Responses to questions are

provided as information only and do not in any way alter the contents of the Solicitation inclusive of the Scope of Services and the remainder of the ITB documents. Revisions to the ITB shall be made only via formally issued Amendments (i.e. Addenda). Only such written addenda shall constitute revisions to the ITB that are binding upon SRTA. *Modification of Bids*

Modifications - SRTA will permit modifications to a bid after it has been submitted up until the bid submission deadline for accepting bids. The bid can be picked up by a representative of the Bidder and then it is the Bidder's responsibility to resubmit before the deadline.

Withdrawal - A bid may be withdrawn upon request by the Bidder without prejudice up until the bid submission deadline for submittal of bids, provided that the request is in writing, has been executed by the Bidder or the Bidder's duly authorized representative and has been filed with SRTA.

2.7 *Single Response to Solicitation*

If only one bid is received in response to this ITB, a detailed cost analysis of the single bid may be requested of the single Bidder. A cost analysis, evaluation, and/or audit of the bid may also be performed by SRTA in order to determine if the bid price is fair and reasonable. If SRTA determines that a cost analysis is required, the single Bidder must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

2.8 *Confidential/Proprietary Information*

Any and all materials submitted in response to this ITB are subject to public inspection, pursuant to the provisions of Georgia's Open Records Act upon completion of the ITB process. SRTA's receipt, review, evaluation or any other act or omission concerning any such information shall not be considered to create an acceptance of any obligation or duty for SRTA to prevent the disclosure of any such information except as required by the Open Record Act. Bidders that decide to submit information they believe should be exempt from disclosure under the Open Records Act shall: (i) clearly mark each page containing such information as confidential, proprietary or exempt, (ii) shall include such information in a different color from the rest of the bid text, (iii) shall state the legal basis for the exemption with supporting citations to the Georgia Code, and (iv) for records containing trade secrets, Bidders who wish to keep such record confidential shall also submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

Pursuant to Georgia Law, if the information is requested under the Open Records Act, SRTA shall make a final determination if any exemption actually exists for SRTA to deny the request and prevent disclosure. SRTA will withhold such information from public disclosure under the Open Records Act only if SRTA determines, in its sole discretions, that there is a legal basis to do so.

All material submitted regarding the ITB becomes the property of SRTA.

Any activity pursuant to this ITB by any Bidder is governed by all applicable laws, including without limitation, State and Federal antitrust laws.

2.9 *Reserved Rights*

SRTA reserves the right to reject any and all bids or any portion of a specific bid for any reason. Issuance of this ITB and receipt of bids does not commit SRTA to award a contract.

SRTA has the sole right to select the successful Bidder for contract award; to reject any bid as unsatisfactory or non-responsive due to non-conformance with the requirements of this ITB; to cancel the solicitation and to advertise for a new ITB; or not to award a contract as a result of this ITB.

SRTA reserves the right to accept any bid deemed to be in the best interest of SRTA and to waive any irregularities in any bid that does not prejudice other Bidders.

2.10 *Protest Procedures*

2.10.1 *Filing*

SRTA Solicitation No. 19-048: ITB for Xpress Hampton Park and Ride Lot

- a. An Interested Party is the only part that may file a Protest under this Procedure. An Interested Party shall be defined as any party with a direct economic interest in providing the goods or services sought in the procurement that is the subject of the protest or only those proposers/bidders who actually filed a timely and responsive proposal/bid that complies with the requirement of the procurement that is the subject of the protest.
- b. All protests, and any subsequent pleadings, correspondence or other communications with respect to such protest must be filed, in writing, with a signed original and three (3) copies delivered to the SRTA Procurement and Contracts Manager on a business day, which shall not include observed State holidays, between the hours of 9:00 a.m. and 5:00 p.m. local time, at the same address shown for submitting the proposal/bid that is the subject of the protest. The filing or copying of any pleadings, correspondence or other communications with respect to a protest with any other SRTA official other than the SRTA Procurement and Contracts Manager shall subject the protest to summary dismissal in accordance with this section.
- c. All protests must be received by the SRTA Procurement and Contracts Manager no later than 5:00 p.m. local time on the last day that such protest may be filed with respect to a particular proposal/bid in accordance with the protest policy as outlined below. Protests may be filed only by hand delivery, U.S. mail or commercial carrier. Protests received by email or fax will not be considered.
- d. Failure to timely file the protest or any supporting documents that are required to be filed as a part of the protest will result in the protest being deemed untimely and subject to summary dismissal. Protests will be date and time stamped by SRTA, and timeliness will be determined solely by SRTA with reference to such date/time stamp.
- e. Upon receipt of a protest, the SRTA Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with this section.
 - i. Upon receipt of a protest, the SRTA Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with Section 2.10.5-Summary Dismissal below.
 - ii. Upon receipt of any subsequent pleadings, correspondence or other communications with respect to a Protest that are permitted by this Procedure or requested by the Protest Decisionmaker from the Protestor, the SRTA Procurement and Contracts Manager will forward such materials as expeditiously as possible to the appropriate Protest Decisionmaker for the Protest.

2.10.2 Form of the Protest

- a. All protests must be filed in an envelope labeled "PROTEST," which identifies the protestor's name and address, the name of the SRTA Procurement and Contracts Manager, and the SRTA solicitation number and title assigned to the solicitation or contract.
- b. Protests must be on the protestor's letterhead and shall not exceed ten (10) pages in length (including all attachments and exhibits thereto that contain any written pleadings or argument, but excluding supporting documentation as outlined in the following paragraph. Each page shall have print on only one side of the page with margins no smaller than one inch (1"). The font size shall be no smaller than Courier 10 characters per inch, 12 point (or equivalent).
- c. Any supporting documentation that is cited or specifically referenced in the protest, whether or not it is already in the possession of SRTA (except for copies of SRTA solicitation documents publicly posted and issued by SRTA) or protestor, must be filed simultaneously with the Protest, if such documentation is publicly available at the time of filing. Only supporting documentation that was not publicly available as of the deadline for filing said protest will be accepted as a subsequent filing or pleading from the protestor and will be handled in accordance with Section 2.10.1 (e)(i). All other subsequent pleadings, correspondence or other communications with respect to a protest that are submitted by the protestor, but

not first requested by the SRTA Procurement and Contracts Manager pursuant to Section 2.10.7 will be handled in accordance with Section 2.10.1 (e)(ii).

- d. Each protest shall contain the following mandatory information:
- i. Protestor's name, address, telephone number, and email address.
 - ii. A signed and notarized affidavit of the protestor's chief executive officer or the protestor's legal counsel, given under oath and expressly stating that it is given under penalty or perjury, that the contents of the protest are true and correct and that the filing of the protest is authorized by the protestor's chief executive officer.
 - iii. The signature of the protestor's chief executive officer or the protestor's legal counsel, whichever is signing the Protest for or on behalf of the protestor, notarized separately from, and in addition to, the notarized affidavit under (Section 2.10.2(d)(ii)).
 - iv. The specific title assigned by the SRTA to the procurement and to the specific solicitation document that is the subject of the Protest, and all associated SRTA solicitation or contract numbers, must be clearly shown on each page of the protest.
 - v. A specific detailed statement of all legal and factual grounds relied upon by the protestor in filing its protest. Any grounds not included in the protest that the protestor could have raised when the protest was filed will be deemed irrevocably waived and may not be part of, or grounds for, that or any subsequent protest or other legal action filed by protestor.
 - vi. Information in the form of signed affidavits or supporting documentation sufficient to show that the protestor qualifies as an interested party for the procurement with respect to which such protest is filed.
 - vii. Evidence that the filing of the protest is timely along with all supporting documentation.
 - viii. A specific statement of the form and nature of the relief requested by protestor.

The SRTA Compliance Manager will conduct a procedural compliance review to determine whether the protest fails to comply with the mandatory items in Section 2.10.2- Form of Protest, subsection (d). The protestor's failure to include in its protest all of the mandatory items specified in Section 2.10.2-Form of Protest, subsection (d) shall subject the protest to summary dismissal in accordance with Section 2.10.5-Summary Dismissal.

2.10.3 Time for Filing

a. Pre-Proposal/Pre-bid Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted to SRTA within ten (10) calendar of when the basis for protest is known or should have been known to the protestor (whichever is earlier), but in no event later than the proposal/bid submission deadline. Any protest by the protestor with respect to any matter or event first occurring on or before the proposal/bid response date, including any aspect of the procurement process or the solicitation documents issued or occurring prior thereto, must be made within the time frame set forth in herein or will be deemed irrevocably waived and may not be part of, or grounds for, any subsequent Protest or other legal action filed by Protestor. For purposes of this protest filings, interested parties shall be deemed to have knowledge of the form and contents of any solicitation document at the time that such solicitation document is first posted to the Georgia Procurement Registry website or otherwise put on public notice in accordance with the written policies of the SRTA.

The SRTA Executive Director shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by SRTA Executive Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by SRTA Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19, or review by FTA below.

b. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by SRTA, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, SRTA's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to SRTA Executive Director as specified below not later than five (5) business days after the Notice of Intent to Award announcement by SRTA.

The SRTA Executive Director may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SRTA shall announce the contract award.

The decision by SRTA Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19 or review by FTA as specified below.

All protests must be directed in writing to:

SRTA Procurement and Contracts Manager
State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

c. Protest Response

The SRTA Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SRTA will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SRTA response to the protest and SRTA will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

Protests not filed in accordance with the deadlines set forth in Section 2.10.3-Time for Filing shall be deemed untimely and subject to summary dismissal pursuant to Section 2.10.5-Summary Dismissal as noted below.

2.10.4 Protest Decisionmaker

- a. Except as specifically set forth in this paragraph and in Section 2.10.4 (b), all Protests shall be decided by the SRTA Procurement and Contracts Manager who is authorized by the Executive Director to resolve or rule on any Protest. The Procurement and Contract Manager's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director. If at the time of filing, SRTA does not have a Procurement and Contracts Manager then the Executive Director may designate, in his/her discretion, any other SRTA employee (other than the Executive Director, or the Protest Coordinator or Contracting Officer for the particular procurement that is the subject of the Protest) to serve as Protest Decisionmaker until a Procurement and Contracts Manager is appointed or on a case by case basis at any time after receipt of a Protest and prior to the appointment of a Third Party Hearing Officer with respect to such Protest under Section 2.10.4(b).
- b. At the sole and exclusive discretion of the Procurement and Contracts Manager exercised at any time prior to the issuance of a decision with respect to a Protest, the Procurement and Contracts Manager may request that the Executive Director appoint a Third-Party Hearing Officer to recommend a resolution or ruling on any Protest in accordance with Section 2.10.8-Protest Adjudication Procedures. Upon such appointment of a

Third-Party Hearing Officer by the Executive Director, the Third-Party Hearing Officer's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director, subject, however, to Section 2.10.8-Protest Adjudication Procedures. Upon the request for and appointment of a Third-Party Hearing Officer with respect to a particular Protest, such appointment of a Third-Party Hearing Officer with respect to such Protest shall be irrevocable and the Procurement and Contracts Manager shall not thereafter be entitled to rule singly on the Protest.

2.10.5 Summary Dismissal

The SRTA Executive Director, may, in his/her sole discretion, summarily dismiss any protest failing to comply with any aspect of this procedure or any aspect of the applicable solicitation documents issued by the SRTA. Protester will be notified in writing by facsimile transmission or electronic means, with the original to follow by United States Mail, of the summary dismissal of its protest.

2.10.6 Time for Decision by Protest Decisionmaker

Protests that are not either summarily dismissed or withdrawn (or deemed withdrawn) shall be forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, as expeditiously as possible after the end of the Protest Coordinator's procedural compliance review. The Protest Decisionmaker shall issue a decision as expeditiously as practical within Thirty (30) Business Days from the later to occur of:

1. The day the Protest is forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, or
2. The receipt of any requested information from the Contracting Officer, the Protestor or any other party who has relevant information that the Protest Decisionmaker deems necessary in order to render its decision on the Protest.

2.10.7 Protest Decisionmaker's Investigation

1. The Protest Decisionmaker may request or permit submission of additional statements or documentation from the Contracting Officer, as the Protest Decisionmaker deems necessary in its sole discretion.
2. The Protest Decisionmaker may make a reasonable investigation and is authorized to request any information or documentation it deems necessary in order to render a decision on the Protest.

2.10.8 Protest Adjudication Procedures

1. The Protest Decisionmaker, in its sole discretion, may issue written questions to the Protestor on any issue the Protest Decisionmaker deems necessary for its consideration of the Protest. Such written questions may be issued in lieu of or in addition to a hearing. Unless specifically required or permitted by this Procedure, or otherwise specifically requested by the Protest Decisionmaker in writing to the Protester, the Protester may not file any written pleading, motion or other written documentation with the Contracting Officer or the Protest Decisionmaker after Protester's filing of the initial Protest.
2. The Protest Decisionmaker, in its sole discretion, either at the Protest Decisionmaker's own instance or upon the Protestor's prior written request submitted in accordance with Section 2.10.1 (b), may elect to conduct a hearing in connection with the Protest. Any requests for a hearing must include a brief statement demonstrating that the Protest Decisionmaker's decision will be aided by a hearing. In the event that the Protest Decisionmaker schedules a hearing, the notice of the hearing may set forth the scope of the hearing, including, but not limited to, the issues to be addressed, the length of hearing and whether documentary or testimonial evidence will be accepted. Alternatively, the Protest Decisionmaker may conduct a pre-hearing conference concerning the procedures to be followed at the hearing, what issues are under consideration and a list of witnesses who may testify. The issues and evidence considered by the Protest Decisionmaker are within the sole discretion of the Protest Decisionmaker.
3. Subject to Section 2.10.8(4), the Protest Decisionmaker may fashion any remedy the Protest Decisionmaker deems consistent with the procurement process and the Solicitation Documents, including without limitation,

- i. Deny the Protest in whole or in part, or
- ii. Sustain the Protest in whole or in part, or
- iii. Subject to Section 2.10.8(4), order the Contracting Officer to take any measure consistent with the Protest Decisionmaker's remedy, including without limitation:
- iv. Award the contract in accordance with the Contracting Officer's original decision,
- v. Suspend Contract Award or other Solicitation Decision and reevaluate the Solicitation Responses,
- vi. Cancel the procurement or solicitation,
- vii. Amend the procurement, or
- viii. Any other remedy the Protest Decisionmaker determines is necessary to protect or maintain the integrity of the SRTA's procurement process.

4. The decision of the Protest Decisionmaker shall be final; provided, however, that if a Third-Party Hearing Officer is the Protest Decisionmaker, the Third-Party Hearing Officer shall only be entitled to make a written recommendation to the Executive Director containing the Third-Party Hearing Officer's proposed ruling on the Protest.

- i. The Executive Director may:
 - a. Accept, modify or reject the Third-Party Hearing Officer's recommendation in whole or in part;
 - b. Return the matter to the Third-Party Hearing Officer with instruction; or
 - c. Make any other appropriate disposition.

ii. The Executive Director's decision shall be deemed the final decision of the Protest Decisionmaker.

2.10.9 Stay of the Procurement During Protest

The SRTA Executive Director may order a stay in the opening of a proposals/bids received or of the contract performance if the Executive Director determines, in the Executive Director's sole discretion, that a stay is in the best interest of the SRTA, any affected Agency or the State of Georgia. Should the Executive Director not stay contract performance pending the resolution of any protest to an actual Contract Award, the contract may be awarded on a contingent basis, subject to revocation, revision or other adjustment or modification based on the final decision of the Executive Director in such Protest.

2.10.10 Costs

Neither the protestor, any interested party nor any other third party shall be entitled to recover any costs incurred in connection with the procurement process, the solicitation, the protest, and/or compliance or attempted compliance with this policy, including preparation costs or attorneys' fees.

2.10.11 Governing Law

The laws and regulations of the State of Georgia, without application of its conflicts of laws principles, shall govern any action brought pursuant to this Protest Procedure.

2.10.12 Judicial Review

Any further legal action by the Protestor upon the final decision by SRTA must be filed with the Superior Court of Fulton County and served on SRTA within the time prescribed by Georgia law. The final exhaustion of the procedures set forth in this Protest Procedure is a prerequisite to the commencement of any judicial review of a final decision issued by SRTA under this Protest Procedure.

2.10.13 Review of Protests by FTA

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F or the most recent version of FTA Circular 4420.1 available at the time of issuance of the solicitation. Protesters shall exhaust all administrative remedies with SRTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date

the Protester has received actual or constructive notice of SRTA's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

2.11 *Conflicts of Interest*

SRTA has adopted Standards of Ethical Conduct for Purchasing for SRTA employees involved in procurement. It is a breach of ethical standards for any SRTA employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

SRTA employees are also bound by the Georgia Governor's Executive Order dated January 10, 2011 for "Establishing a Code of Ethics for Executive Branch Officers and Employees". The Executive Order prohibits SRTA and SRTA employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official SRTA business. Therefore, it is unlawful for a potential Bidder or its subcontractors or suppliers, to make gifts or favors to any SRTA employee. It is also unlawful for any SRTA employee to accept any such gift or favor.

Throughout the solicitation and award process and subsequent contract negotiations, Bidders shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the the SRTA Board of Directors, or SRTA employees other than Leanna Jordan Pierre, Procurement Manager.

2.12 *Small, Minority and Disadvantaged Business Participation*

SRTA strongly supports the participation of small business owners in its contracts. It is the policy of the SRTA to ensure nondiscrimination in the award and administration of DOT-assisted contracts. It is the intention of the SRTA to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 C.F.R. 26.39.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is SRTA's policy to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All companies qualifying under this solicitation are encouraged to submit price quotes. Award of this contract will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all companies, including those who qualify as a disadvantaged business enterprise (DBE). GRTA's overall agency goal for participation by DBEs in its federally funded contracts between October 1, 2017 – September 30, 2020 is 11%. Additional contract requirements related to participation by DBEs are specified in Part 3 – Contract of this ITB.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia, including SRTA. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

2.13 *Responsiveness of Bids*

Bids must be complete in all respects, as required in this ITB. A bid may be rejected by SRTA if it is conditional; incomplete; fails to meet any requirement included in the ITB; or, contains any alterations of form or other irregularities of any kind.

2.14 *Multiple Bids*

Bidders may be rejected if more than one bid is received from an individual, firm, partnership, corporation, or combination thereof, under the same or different names. Such duplicate interests may cause the rejection of all Bids in which such Bidder has participated.

2.15 *Waivers*

SRTA may waive informalities or irregularities including, but not limited to typographical, mathematical, obvious errors, or other informalities or irregularities.

2.16 *Bid Documents Required*

For this procurement, **Bidders must sign (if applicable) and return: Cover page; Offer Document 1 (Contractor Information); Offer Document 2 (Bid Letter); Offer Document 3 (Bid Certifications); Offer Document 4 (Statement of Responsibility); Offer Document 5 (Bid Price Sheet); Offer Document 6 (Acknowledgment of Addenda); Offer Document 7 (E-Verify Affidavit); Offer Document 8 (Buy America Certification); Offer Document 9 (Certification Regarding Lobbying); Offer Document 10 (Certification of No Boycott of Israel); Offer Document 11 (Bid Bond); Offer Document 12 (Performance Bond); Offer Document 13 (Proof of GDOT MMSA)** and any Bidder Submitted Documentation.

2.17 *Bid Substitutions, Alternates, Exceptions and Extensions*

Bidders that propose alternate materials, services, techniques or equipment or substituted items that materially deviate from the items and/or services required in the Technical Requirements and specifications of this ITB, may have their bids rejected.

SRTA reserves the right to extend the bid submission deadline based on such information but is not required to do so. SRTA reserves the right to cancel the solicitation in its entirety and possibly re-advertise and issue a revised ITB for any reason.

Any exceptions that the Bidder has in their submitted Bids must also be clearly noted within the Bid to be considered by SRTA, regardless of whether or not such exceptions have been previously communicated to SRTA.

PLEASE NOTE THAT BIDDERS SUBMITTING EXCEPTIONS TO THE REQUIREMENTS AND SPECIFICATIONS OF THIS ITB IN THEIR SUBMITTED BID DO SO AT THEIR OWN PERIL, SINCE EXCEPTIONS MAY RESULT IN A DETERMINATION OF "NON-RESPONSIVENESS" OF THE BIDDER AND/OR THEIR BID.

2.18 *Contractual Relationships*

SRTA intends to execute the Contract, attached as Part 3 of this ITB, for the provision of the required services with the selected Contractor(s). The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources Bidder's Bid Letter, included as Offer Document #2 of this ITB, must clearly indicate the firm or entity responsible for contract execution.

SRTA shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide SRTA with copies of said agreements not later than five business days prior to their execution. Additional contract requirements related to Subcontractors are specified in the Contract.

2.19 *Contractual Provisions*

The contract to be executed between SRTA and the selected Contractor as a result of this solicitation is included as an attachment to this ITB. Prospective Bidders are urged to carefully read this Contract prior to making their offers. SRTA reserves the right to add provisions consistent with the successful Bidder's offer and to negotiate with the successful Bidder other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in contract language would, in the sole discretion of SRTA affect the evaluation criteria set forth herein, or increase the prices offered by the successful Bidder. The insurance and indemnification provisions set forth in the draft Contract should be considered by Bidder when setting their prices, as such insurance and indemnification provisions are not likely to change from the draft version provided.

SRTA has no obligation to consider and/or approve exceptions or changes to the Contract. SRTA reserves the right to modify the Contract and/or include additional contractual provisions in the contract at its sole discretion.

At the end of the evaluation process, SRTA shall contact the apparent successful Bidder. Prior to the Contract award, the apparent successful Bidder will be required to enter into negotiations/discussions with SRTA to resolve any contractual differences before an award is made. These negotiations/discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve any contractual issues may lead to rejection of the Bidder. SRTA reserves the right to proceed to discussions with the next highest ranked Bidder. The Bidder should not expect to make any modifications to the Contract unless the same are necessary in order to ensure that the Contract is consistent with the Bid.

The Contract shall be for a period of two (2) months ("Initial Term"). Thereafter, the Agreement may be renewed at the sole discretion of SRTA for up to two (2) additional terms of one (1) month each to be evidenced in writing by Amendment to the Contract (each, a Renewal Term"). The Initial Term and any and all Renewal Terms may be referred to collectively as the "Term." SRTA may, at its sole option, renew as to all of the products to be provided hereunder or as to only selected products.

Upon mutual agreement, products in addition to those listed in the Bid Price Sheet (Offer Document 6) may be added subsequent to contract award. The support costs quoted for these additional items should reflect the same discount from the normal costs as used in the determining the costs quoted in response to this ITB.

2.20 *Responsibility for Compliance with Legal Requirements*

Bidders' products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this ITB.

2.21 *Conditional Bids*

Terms and conditions attached to a bid by a Bidder and made a condition of contract execution may render the bid non-responsive and may be rejected by SRTA.

2.22 *Sales and Use Tax*

SRTA is exempt from paying sales and use taxes. All bids prices must exclude sales and use taxes (if applicable).

2.23 *Responsibility for Costs Incurred*

All costs incurred by any interested party in responding to this ITB shall be borne by such interested parties, and SRTA shall have no responsibility whatsoever for any associated direct or indirect costs related to the development or any other aspect of the bids or this ITB.

3. **BASIS FOR AWARD**

The lowest Bidder will be the Bidder submitting the overall lowest total price based on the quantity criteria listed in the Bid Price Sheet (**Offer Document 5**). Due to the possible variations in Construction Methods, only each Bidder's lowest priced bid will be used for evaluation purposes.

In order to be eligible for contract award, a bidder must meet all of the following criteria:

1. The bidder must be pre-qualified by the Georgia Department of Transportation (GDOT) in the category of Pavement Preservation Maintenance.
2. The bidder must complete and submit all bid documents in as noted in Section 2.16 above
3. The bidder's submission must confirm in all material aspects to the requirements of the solicitation at the scheduled time of submission
4. The bidder must be a responsible Bidder.

3.1 *Bidder Responsibility*

A Responsible bidder is one that SRTA believes to be responsible based on responses provided on the bidder's "Statement of Responsibility Certification Form" and/or based on bidder's responses to the requirements of the solicitation document. Responsibility shall generally be presumed. In order for a bidder to be deemed non-responsible, SRTA must make an affirmative determination of non-responsibility. SRTA reserves the right to conduct additional due diligence into any bidder's responsibility status. Such due diligence may include investigations into one or more of the following areas:

1. Whether bidder has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
2. Whether bidder is able to comply with the contract requirements, considering the firm's other business obligations.
3. Whether bidder is registered to do business in the State of Georgia and is listed as "ACTIVE/COMPLIANCE" with the Office of the Georgia Secretary of State.
4. Whether bidder is not presently debarred or suspended from bidding by any Federal or State governmental entity;

5. Whether bidder has within a three year period preceding this bid (or proposal) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6. Whether bidder is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above.
7. Whether bidder has had a contract terminated for default in the last 3 years.
8. Whether bidder is currently under investigation for any possible breach of contract, or fraud or allegations of criminal activity related to the types of Services requested within this solicitation document. (And if yes, the circumstances, nature and magnitude of such investigation shall be considered in any possible non-responsibility determination).
9. Whether bidder has a satisfactory performance record.
10. Whether bidder has a satisfactory record of integrity and business ethics.
11. Whether bidder has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills.

PART 2
SCOPE OF WORK

The State Road and Tollway Authority (hereinafter, the “Authority” or “SRTA”) is seeking bids from the firms who have been pre-qualified by the Georgia Department of Transportation (GDOT) for Pavement Preservation and Maintenance Services and currently hold a Maintenance Master Services Agreement (MMSA) with the Georgia GDOT to perform paving services at the Xpress Hampton Park and Ride Lot . Firms who wish to respond to this Invitation to Bid (ITB) and have not been pre-qualified by GDOT may find the pre-qualification application here: <http://www.dot.ga.gov/PartnerSmart/Business/Prequalification/Documents/Maintenance/Pre%20Qualification%20Application.pdf>. Firms responding to this ITB are cautioned to review the entire ITB and follow instructions carefully.

I. GENERAL INFORMATION

- A. The Contractor shall supply labor, equipment, tools, means of transportation, traffic control, and incidentals to perform work in accordance to specifications, and to ensure a safe work environment for employees, the general public, site users, and the property owner within the time schedule specified.
- B. This project does not require a Notice-Of-Intent (NOI).
- C. Contractor shall follow the latest State of Georgia Standard Specifications for Construction of Transportation Systems and Supplemental Specifications, the Special Provisions, and any applicable Construction Standards and Details by the Georgia Department of Transportation (GDOT). The GDOT Standard Specifications Construction of Transportation Systems can be viewed online at the following web address: <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>
- D. The Contractor shall NOT CHANGE the grade of the existing pavement and uncovered areas after the work is completed. The before-work grade (existing) shall be the same as the after-work grade (final), unless explicitly required per this ITB.
- E. The Contractor shall maintain the physical and functional integrity of all existing drainage structures. No change to any drainage structure or water flow direction is warranted.
- F. The Contractor shall be financially responsible for any repair or replacement cost (including material and labor costs) of any damaged drainage or appurtenant structures due to the work required under this contract. Any expenses incurred by SRTA, directly or indirectly, related to addressing the damages caused by the contractor will be charged to the Contractor.
- G. The Contractor shall be responsible for locating any utilities (such as water, gas, telephone, power, etc.) where required.
- H. All traffic control shall be provided by the Contractor. Contractor shall have a GDOT Certified Traffic Control agent on site any time work is being performed.
- I. The data, together with all other information shown on these plans, or in any way indicated hereby, whether by drawing or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed and do not bind SRTA in any way.
- J. Selected Georgia Standards have been added to the plans, shown in Attachment 1, for the contractor’s use and information. If larger copies of the Georgia Standards are desired, contact SRTA’s Issuing Officer for this procurement.
- K. Resurfacing shall not extend up any side streets or roadways. It shall continue across all tying streets or driveways along the projected edge-of-pavement of the pavement being resurfaced.
- L. All drainage structures within the limits of the project shall be maintained by the Contractor throughout the duration of the project.

II. SCOPE OF WORK

- A. The Contractor will be required to perform preparative work, removal of existing pavement, installation of new pavement, and cleanup for pavement preservation and maintenance services as shown in Attachment - Construction Plan Boothe’s Crossing Conceptual Pavement Repair at the Site Location, which is located at 104 Woosley Road Hampton, GA 30228 in Henry County.

- B. Work under this ITB consist of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the Work. The Contractor must shall furnish any equipment needed to perform the Work at such time, and at such location(s) as directed by Subsection C of this Scope of Work. Prior to start of Work, Contractor must inspect equipment to ensure the equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any licenses, and permits required to satisfy the duties required herein.
- C. The detailed Scope of Work is graphically shown in Attachment 1 – Construction Plan Boothe’s Crossing Conceptual Pavement Repair. The estimated quantities are included in Offer Document No. 5-Bid Sheet of the ITB.
- D. Contractors are encouraged to visit the location and familiarize themselves with existing site conditions and quantities prior to submitting their bid. Contractor is responsible for obtaining and verifying the exact measurements as indicated on the Attachment 1-Construction Plan-Boothe’s Crossing Conceptual Pavement Repair.
- E. Schedule, Work Staging, and Hours of Operation
1. This Scope of Work shall be performed by Contractor in a manner that does not disrupt customers parking and Xpress coach operations at this site. The applicable Xpress bus schedule can be found at: http://www.xpressga.com/route-440_441/. The Contractor shall stage and phase the repair work to maintain, without any hindrance, the operation of the Xpress. Prior to commencement of any Work, Contractor shall submit, to SRTA’s Engineer or SRTA’s Designated Representative, a brief statement and/or sketching of how the project site will be kept operational during the performance of the Work.
 2. The Contractor shall schedule all Work to ensure the least inconvenience and the utmost in safety to the site users, the Contractor’s, and SRTA’s staff. The Contractor shall move equipment or materials on or across the site in a manner as not to unduly interfere with traffic. SRTA shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.
 3. Contractor shall complete Work within 60 days from receiving the Notice-To-Proceed from SRTA, unless otherwise directed by SRTA. All seal coating and asphalt work, to include milling and re-paving, and restriping must be completed within twenty-one (21) calendar days of Notice-to- Proceed.
 4. The Contractor shall provide a detailed project schedule chart as well as a detailed list of equipment and name and title of each person assigned to the project to SRTA before mobilization. The Contractor shall provide a copy of the progress report along with any requests for payment. If at any time the Contractor falls more than 15% behind the project schedule, the Contractor shall provide SRTA with an updated project schedule and a plan detailing how the contract will be completed on time. The percentage by which the Contractor is behind shall be calculated using the following formula: $\text{Schedule Variance (SV)} = \text{Earned Value (EV)} - \text{Planned Value (PV)}$.
 5. The Contractor shall stage and phase the repair work within the customers’ parking area to allow at least fifty (50) accessible and available parking spaces at any time. The fifty available spaces must be within the area shown on Attachment 1- Construction Plan Boothe’s Crossing Conceptual Pavement Repair.
 6. Contractor shall submit a brief statement and/or sketching of how the project site will be kept operational throughout the work duration shall be submitted with the bid.
 7. All the costs associated with keeping the lot operational shall be bid as “TRAFFIC CONTROL” (Pay Item # 150-1000).
 8. Should the Contractor’s proposed maintenance schedule conflict with a Holiday or special event and, in the opinion of SRTA, negatively impact traffic flow, SRTA reserves the right to restrict maintenance operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled maintenance activity.
- F. Erosion Control

The Contractor shall utilize, as a minimum, protections at least as stringent as the Georgia State General Permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion

and resultant sedimentation, must be consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control In Georgia published by the State Soil and Water Conservation Commission as of January 1 of the year of the issuance of the Notice-To-Proceed or the year in which the land-disturbing activity was permitted, whichever is more stringent. Contractor shall utilize Best Management Practices (BMPs) as required to protect sediment from entering existing catch basins, manholes and drainage structures. Contractor shall install all erosion control devices, without exception, as required in the aforementioned Manual. All erosion control devices shall remain in place for the duration of the milling and repaving activities. The Contractor is required to include as Lump Sum, the cost associated with the Erosion Control items and activities in the Bid Form under the Grading Complete Item.

G. Site Preparation

1. Contractor shall remove vegetation from any cracks and along the edge of asphalt surface and apply a GDOT-approved total vegetation control herbicide at specified label rates for control under asphalt surfaces per the GDOT Standard Specifications Construction of Transportation Systems.
2. Contractor shall thoroughly clean the pavement with a high-power blower with air speeds equal or exceeding 200 MPH, wire wheel routing, hand work to ensure all loose debris is removed and trim the grass around the pavement edges.
3. Contractor shall be responsible for the removal and disposal of all debris.

H. Deep Patching

1. Contractor shall perform all patching as indicated herein or directed by the Engineer, prior to leveling and resurfacing operations.
2. Within the areas identified for the deep patching on the Attachment 1, Contractor shall smooth saw cut each location as shown, remove the asphaltic concrete layers, remove the existing Graded Aggregate Base (GAB) and the sub-grade materials down to 11.5 inches from the top of the existing surface course, level sub-grade, then rebuild the pavement layer as indicated on the Typical Section of the provided Attachment 1. The replaced GAB shall be compacted to 95% standard proctor. Tack coat shall be applied prior to installing the surface course layer. All the costs associated with deep patching (saw cutting, debris/GAB removal and replacement) shall be bid on Offer Document No. 5 as "RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME" (Pay Item # 402-1802)

I. Milling

1. Contractor shall mill existing asphalt area to 1 ½" or 3 ½" depth as indicated on the provided layout sheet. Contractor is required to remove and dispose of any and all milled asphalt from property prior to repaving. Contractor is required to power sweep and clean the area prior to repaving activities. Any debris that goes in drainage structures as a result of the milling operation shall be cleaned out at no additional cost to SRTA.
2. When needed, Contractor shall mill existing parking area at variable depth as to provide positive drainage to ensure water does not pond throughout the entire site.
3. Contractor shall employ variable milling depth, if necessary, to ensure smooth transitions at tying streets or driveways.
4. Milling around manholes and valves will be allowed in order to meet the contract completion date; however, these areas shall be covered with the final surface course the same day at no additional cost to SRTA.

J. Paving

1. Contractor shall mechanically apply liquid tack coat to the entire area of overlay. Suggested rate of tack coat is 0.05 gallons per square yard. Contractor shall install the proposed layer of the super pave asphalt as indicated on Attachment 1. Where asphalt overlay adjoins existing surfaces, contractor shall provide a smooth transition. Contractor shall install a leveling course of material when needed to level any severely depressed areas to drain. Asphalt shall be rolled and compacted to a tight finish per GDOT specifications. Contractor will be required to remove and dispose of any and all debris as a result of paving activities. Joints between asphalt and curb & gutter should be flushed at completion of resurfacing.
2. The contractor shall cover the surface treatment areas of the pavement with the asphalt leveling course the same day as treated and prior to opening the site for use. Failure to cover surface treatment areas as specified will result in applicable non-refundable deductions.

K. Cracks & Joints Filling & Sealing and Pavement Surface Seal Coating

1. Services under this Contract consist of sealing cracks and seal coating the pavement as indicated on the provided Attachment 1. This work includes cleaning, removing dirt, grass, and other debris from cracks and asphalt joints, and filling with a GDOT approved polymer/modified asphalt rubber.
2. Prior to seal coating, Contractor shall clean all applicable asphalt surfaces using power brooms/blowers and remove all debris from the job site and discard.
3. Contractor shall prepare any oil, gas or diesel spots with a suitable primer compatible with sealcoating product. Contractor shall heat and scrape excess oil off pavement and apply applicable Oil Spot Primer to promote adhesion of sealer.
4. Contractor shall fill or seal joints and cracks in the prepared pavement with rubber asphalt mixtures per the provided **GDOT Standard Provision 407 – Asphalt-Rubber Joint and Crack Seal**. All the steps, processes, and requirements stipulated in the GDOT Standard Provision 407 – Asphalt-Rubber Joint and Crack Seal, **shall be applied verbatim**. The Contractor is required to include as Lump Sum, the cost associated with applying the GDOT Standard Provision 407 – Asphalt-Rubber Joint and Crack Seal items and activities in the Bid Form under the Grading Complete Item.
5. Apply a bituminous fog seal on the prepared pavement surface per the provided **GDOT Special Provision 454 – Bituminous Fog Seal**. All the steps, processes, and requirements stipulated in the GDOT Special Provision 454 – Bituminous Fog Seal, **shall be applied verbatim**.
6. Contractor shall allow each coat to cure sufficiently to take traffic between coats.
7. Contractor shall allow final coat to dry overnight under good drying conditions before allowing traffic.
8. Contractor shall ensure that the application rate is in accordance with the manufacturer's specification. Prior to commencement of any Work, Contractor shall submit product specifications to SRTA's Engineer or SRTA's Designated Representative.

L. Re-striping of Pavement Spaces, and Handicap Spaces

1. Contractor shall use the GDOT approved paints and application processes. This scope includes furnishing and applying reflectorized parking line paint according to the provided **GDOT Standard Provision 652 – Painting Traffic Stripe**. All the steps, processes, and requirements stipulated in the GDOT Standard Provision 652 – Painting Traffic Stripe, **shall be applied verbatim**.
2. Restriping shall occur at least three days after applying sealant to permit sealant to dry and cure.
3. All resurfaced or seal coated pavements shall be restriped in kind by color. Contractor shall restripe and re-stencil all handicap spaces using GDOT specifications.
4. The Contractor shall maintain handicap spaces accessible and available at all times.
5. Contractor shall allow asphalt paving to cure at least 7 days before striping can occur.

M. Final Clean Up

1. Contractor shall remove any and all remaining materials, equipment, and debris from site prior to final payment.
2. All common fill or excess material disposed outside the project site shall be placed in either a permitted solid waste facility, a permitted inert waste landfill or in an engineered fill: See Section 201 of the Georgia Standard Specifications and Supplements thereto for additional information.
3. There is no suitable place to bury existing construction debris within the project's limits. The Contractor shall provide an environmental approved site to dispose of existing construction debris at no additional cost to SRTA.

III. PERSONNEL AND SUB-CONTRACTORS

A. Personnel

1. Superintendent

At all times, have on the work site as the Contractor's agent, a competent, thoroughly experienced in the type of work being performed. The Supervisor shall be considered Key Personnel, as defined in the Contract, and shall be approved by SRTA's Engineer or SRTA's Designated Representative prior to the commencement of Work. The Supervisor's main duties are to supervise the work crew. Supervisor may serve as a Worksite Traffic Control Supervisor (WTCS), if certified. The Contractor's Supervisor shall:

- a. Have a working cell phone with them during duty hours;
 - b. Be available at the work site when the work is being performed under this Contract, and as requested;
 - c. Act as the Contractor's authorized agent in all communications with the SRTA; and
 - d. Be responsible for inspecting and reporting the need for major or emergency work to the Engineer immediately.
2. Crew
- a. Provide staff and staffing levels able to perform the work in accordance with the requirements herein.
 - b. Use personnel who are competent, experienced, and skilled in all aspects of Pavement Preservation and Maintenance Services. The personnel performing these services will be under the sole responsibility of the Contractor.

IV. UTILITY CONFLICTS

- N. If applicable to the services to be performed under this ITB, the Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in this ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: www.georgia811.com or by submitting a request on-line or by telephone. Contractor shall perform no work until the site is marked, or Georgia811 organization indicates that there are no buried utilities at the location. Utility owners should be contacted a minimum of three (3) business days prior to the commencement of operations. Contractor may not commence work until utilities have been marked at the worksite(s).
- O. The Contractor shall promptly notify SRTA when the marking has been requested and when it has been accomplished. An email from the Contractor's supervisor to the SRTA Engineer, or SRTA's Designated Representative, shall be sufficient notification. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.
- P. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.
- Q. No additional payment will be made for adjusting existing utility facilities (manholes, valves, etc.) to grade. All existing utility facilities within the existing pavement to be resurfaced shall remain in place with proposed milling and resurfacing activities to occur around these facilities.
- R. No separate payment will be made for temporary drainage items. Cost will be included in overall bid submitted.

V. SPECIAL TERMS AND CONDITIONS

A. Inspections and Non-Compliance

- a. Inspections. SRTA will perform inspections to:
 - 1. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor, and employees of SRTA safe.
Ensure that the Contractor adheres to the contract requirements by inspecting during and after Pavement Preservation and Maintenance Services. Inspections should be during operations and after operations to assess quality and proper completion. SRTA may record inspections by taking photos of Contractors with date/time stamp application. The photos will be used to document issues with application performance. SRTA will complete an Inspection/Compliance Form after inspecting the work in progress and completed work. Upon inspection, the Engineer will notify the Contractor the SRTA's acceptance or rejection of the Work.

PART 3-CONTRACT

Note: A copy of the Contract to be executed between SRTA and the Successful Bidder shall be provided as part of Addendum No. 1 to this ITB.