



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

March 6, 2026

Subject: Invitation to Bid #26108-B Brandon Mill Circle (140) Culvert Replacement

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for the above listed solicitation in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00p.m., Wednesday, March 18, 2026.

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

Please return your response to the following address:

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

Bid Number: 26108-B

Bid Name: Brandon Mill Circle (140) Culvert Replacement

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

Bids will be received at the above address until 3:00p.m., Tuesday, March 24, 2026, in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county is not responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ted L. Burgess', is written over a large, light blue oval shape.

Ted L. Burgess
Chief Procurement Officer

TLB/sw

**BRANDON MILL CIRCLE (140) CULVERT REPLACEMENT
Fayette County, GA**

Fayette County Project Number: 25SAG

Invitation to Bid: 26108-B

Prepared By:

Fayette County Environmental Management

140 Stonewall Ave. West, Suite 203

Fayetteville, GA 30214

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ISSUED FOR CONSTRUCTION PLANS - BRANDON MILL CIRCLE (140)

EXHIBIT 1

Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

ITB 26108-B: Brandon Mill Circle (140) Culvert Replacement

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Bid Price Sheet* _____

Bid Bond* _____

Contractor Experience, on the form provided _____

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Exceptions to Specifications, if any – on the form provided _____

Addenda signed if any are issued _____

***FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION**

COMPANY NAME: _____

INTRODUCTION

ITB #26108-B: Brandon Mill Circle (140) Culvert Replacement

Fayette County is soliciting Bids from Georgia Department of Transportation (GDOT) prequalified Contractors experienced with installation of drainage structures, grading, and paving. This project is identified in and funded with the Fayette County 2017 Special Purpose Local Option Sales Tax (SPLOST) program for Stormwater infrastructure improvements.

The Brandon Mill Circle (140) project location is near 140 Brandon Mill Circle (140) in Fayette County and consists of removing the existing deteriorated single 48-inch Corrugated Metal Pipe (CMP) stormwater system and replacing it with 54-linear feet of Reinforced Concrete Pipe (RCP) and 331-linear feet of HDPE Smooth-lined Corrugated High-Density Polyethylene (HDPE).

Fayette County shall acquire all required easements within the Limits of Disturbance beyond the existing right-of-way, as depicted in the plans, and shall provide construction oversight for the project.

GENERAL TERMS AND CONDITIONS

ITB #26108-B: Brandon Mill Circle (140) Culvert Replacement

1. Definitions:

- a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
- b. **Successful Bidder:** The company or individual that is awarded a contract.
- c. **Contractor:** The Successful Bidder, upon execution of the contract.
- d. **County:** Fayette County, Georgia.

2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the Invitation to Bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Invitation to Bid, except to the extent that a bidder takes written exception to such provisions, and the County agrees to the exception. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this Invitation to Bid may result in rejection of the bid.

3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for 60 days from the date of the bid opening to the date of award.

4. **Bidder's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the Invitation to Bid in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this Invitation to Bid.

5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this Invitation to Bid with at least two (2) being successfully completed within the last five (5) years. Include all information as requested on the Contractor Experience Form provided.

6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a *sealed* opaque envelope. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

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

Bid Number: #26108-B

Bid Name: Brandon Mill Circle (140) Culvert Replacement

Also show your company name on the envelope. You may submit sealed bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

- 7. Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
- 8. Late Bids:** Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
- 9. More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
- 10. Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
- 11. Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
- 12. Prices Held Firm:** Prices bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 13. Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the Invitation to Bid sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall at the discretion of the County.
- 14. Non-Collusion:** By responding to this Invitation to Bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this Invitation to Bid and is in all respects fair and without collusion or fraud.
- 15. Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to

reject any bid item, any bid, or all bids, and to re-advertise for bids.

- 16. Unbalanced Bid:** If the County determines that the apparent low bid is materially unbalanced, the County retains the right to deem the apparent low bid non-responsive, and to reject said bid and award to the next-lowest bidder whose bid is not materially unbalanced, or to reject any and all bids and re-advertise the project.
- 17. Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
- 18. Method of Payment:** The county shall pay the contractor for the actual quantities of materials furnished and used in completing the work of the contract, at the unity prices set forth in the contract. Total compensation under the contract shall not exceed the not-to-exceed amount stipulated in the contract document, unless an increase is authorized in writing by an executed change order or other written contract modification.
- 19. Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified, and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
- 20. Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
- 21. Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer,

partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

22. Contract Execution & Notice to Proceed: After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.

23. Unavailability of Funds: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.

24. Insurance: The Successful Bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the Successful Bidder is executed, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful Bidder can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

25. Bid Bond: Bidder shall include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on the U.S.

Treasury's list of approved bond sureties (Circular 570).

- 26. Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
- 27. Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.
- 28. Assignment of Contract:** Assignment of any contract resulting from this Invitation to Bid will not be authorized, except with express written authorization from the County.
- 29. Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
- 30. Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 31. Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
- 32. Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If the Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event the Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
- 33. Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all

goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

- 34. Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
- 35. Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
- 36. Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 37. Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
- 38. Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at tsmith@fayettecountyga.gov.

PROJECT SPECIFIC TERMS AND CONDITIONS
ITB 26108-B: Brandon Mill Circle (140) Culvert Replacement

- A. Reference and Incorporation of GDOT Specifications** - Unless noted otherwise in this Invitation to Bid (ITB), the Georgia Department of Transportation's Standard Specifications Construction of Transportation Systems, most recent edition is incorporated by reference into the Project Manual and contract documents. All work shall be performed in accordance with the GDOT specifications, and all pay items shall be measured and evaluated in accordance with the specifications. They shall supersede all other specifications unless more stringent requirements are listed.

It is the responsibility of the Contractor to be familiar with these specifications before bidding and to adhere to them during construction. Fayette County is owner of the project and shall serve as the administrator of the Contract in lieu of "The Department.". Copies of the documents can be obtained from the GDOT website.

- B. Prequalification of Bidders – The Prime Contractor shall be GDOT prequalified in Work Class 500, 513, or 550** and provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. Fayette County reserves the right to consider a contractor's past performance when determining if a bid is responsive and responsible. In addition, the Prime Contractor shall self-perform at least 30 percent of the contract as determined by invoices.
- C. Contract Time** – The project shall be substantially complete within ninety (90) Calendar Days of the Contractor receiving the Notice to Proceed (NTP) from Fayette County. The project shall reach final completion within **One Hundred-Twenty (120) Calendar Days** of the Contractor receiving the NTP. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.
- D. County Holidays** – The Contractor shall not work on a County Holiday unless written approval is provided by Fayette County at least three days prior to the Holiday. The County Holiday Schedule is available on the County's website: https://fayettecountyga.gov/departments/human_resources/index.php
- E. Work Hours** – Unless pre-approved otherwise by Fayette County all work shall be performed Monday thru Friday and between the hours of 8:00 AM and 5:00 PM.
- F. OSHA** – Adhere to the Occupational Safety and Health Administration's (OSHA) excavation standards, *29 Code of Federal Regulations (CFR) Part 1926, Subpart P* for excavation and trenching operations.

- G. Toilet Facilities** - Provide toilet facilities that meet local sanitary codes. Provide consumable and non-consumable goods (toilet paper, paper towels, hand soap) for the life of the project.
- H. Contractor Staging** – No staging area is provided by Fayette County for the project beyond the existing right-of-way and acquired easements for the project. Contractor staging shall not interfere with traffic on County roads.
- I. Contractor Supervision and Work Coordination** – The Contractor shall supervise and direct the work. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, including traffic control. The Contractor shall employ and maintain onsite a qualified supervisor or superintendent who will be designated in writing by the Contractor as the Contractor's site representative. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the work.
- J. Workmanship Guarantee** – The Contractor shall warranty and guarantee all materials supplied, equipment furnished, and work performed to be free from defects (resulting from faulty materials supplied or workmanship) for a period of twelve (12) months from the date of Substantial Completion.

The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall have 45 calendar days to address the issue(s). If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. If different guarantees or warranties are required in the technical specifications for specific items, then the more stringent (i.e., longer) apply.

- K. As-Built Survey** - The Contractor shall provide an as-built survey. The survey shall be stamped by a third-party Registered Land Surveyor (RLS) licensed in the state of Georgia and include, at a minimum, the following information:
1. Permanent Easements as shown on the Easement Exhibit;
 2. Up- and down-gradient invert elevations, culvert size, length, and slope;
 3. Inlet and Catch Basin invert elevations;
 4. Extent and elevation of Rip Rap;
 5. Headwalls;
 6. Paving limits;
 7. Curb & Gutter length; and
 8. Extent/Location, size, and material of new waterline and valves.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications for the installation of concrete structures and storm pipe. In the event of a conflict the more stringent standard shall apply.

- L. Special Allowance** – Due to the nature of the project and the potential for unforeseen conditions, it is possible that some additional work or modification to the scope may be required. A **\$25,000** allowance is to be included in the Base Bid to be used to cover Claims (Section 105.13) or Extra Work (Section 109.05) with prior written approval from Fayette County. The procedures for submitting such requests are documented in the referenced Sections. If approved, the amount of the Claim or Extra Work will be deducted from the Allowance. Requests greater than the amount available in the Allowance category will require approval from the Fayette County Board of Commissioners. Any allowance remaining unused at the end of the project will be deducted from the Contract amount by Contract Amendment.

- M. Section 102 – Bidding Requirements and Conditions** – This section of the GDOT Specifications shall not apply for this ITB.

- N. Section 103 – Award and Execution of Contract** – This section of the GDOT Specifications shall not apply for this ITB.

- O. Section 105.06 Cooperation with Utilities** – The County will notify all utility companies or other parties affected of Award of the Contract and will assist the Contractor in arranging for all necessary adjustment or relocation within or adjacent to the limits of construction. It shall be the Contractor’s responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor’s operations the utility owner will be required to perform adjustment and relocation work.

Before beginning any mechanized boring, trenching, or digging the contractor shall call Georgia 811 at least 72-hours in advance excluding weekends and holidays. Calls made after 4:30pm count as the next day.

- P. Section 106 Control of Materials** – The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished Work have been completed and evaluated. All materials shall be inspected, sampled, and tested by the Contractor’s third-party Quality Control Technician before incorporation into the Work. Sampling and testing shall be performed in accordance with GDOT’s Sampling, Testing and Inspection Manual. Quality control tests shall be furnished to the County and may be used as acceptance tests at the discretion of the County or Engineer. Testing will be paid for from the Materials Testing & Inspections pay item;

the Contractor shall furnish formal written invoices showing the date shipped, the quantities, and the unit prices.

Q. Section 108.03 Prosecution and Progress - The Contractor shall furnish the County, for approval, a progress schedule following the receipt of the Notice to Proceed and prior to the pre-construction conference. The Contractor shall provide a revised progress schedule at the end of each month showing the proposal plan to prosecute the balance of the work. No payments will be made to the Contractor while delinquent in the submission of a progress schedule or a revised progress schedule.

R. Section 108.08 Failure or Delay in Completing Work on Time - Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete the Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

| Contract Amount | | Daily Charges |
|------------------------|-------------------------|--|
| For More Than | To and Including | Calendar Day or Completion Date |
| \$--- | \$50,000 | \$950 |
| \$50,000 | \$250,000 | \$960 |
| \$250,000 | \$500,000 | \$1,240 |
| \$500,000 | \$2,500,000 | \$1,660 |
| \$2,500,000 | \$5,000,000 | \$2,700 |
| \$5,000,000 | \$10,000,000 | \$3,400 |

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the County and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications as written in Section 108 Prosecution and Progress. In the event of a conflict the more stringent shall apply.

- S. Section 109.07 Partial Payment** – At the end of each month the Contractor shall submit a pay application to the County for review. The total value of items complete in place will be verified by the County and certified for payment. No payments will be made to the Contractor while delinquent in the submission of a progress schedule or a revised progress schedule.
- T. Section 150 Traffic Control** - The Contractor shall prepare and submit a written Temporary Traffic Control Plan and detour map for review and approval by Fayette County at least fourteen (14) days prior to implementation. The Plan shall include information on detours, road and/or lane closures, traffic phasing, access to private property, etc. After receiving approval for closure(s), the Contractor shall install signs and Portable Changeable Message Signs, in accordance with the MUTCD, to inform the traveling public of the proposed closure. Signs and/or message boards shall be placed no less than five (5) days prior to the closure.
- U. Section 161 Control of Soil Erosion and Sedimentation** - This Work includes using best management practices (BMPs) shown on the plans or as required in the current edition of the Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control in Georgia to control soil erosion and sedimentation.
- V. Section 207 Excavation and Backfill for Minor Structures** – This work includes excavating, backfilling, or disposing of materials required to install a bridge culvert, box culvert, pipe, arch culvert, headwall and retaining wall according to the specifications, the plans, and the Engineer. Backfill with Type I or Type II material to the proper subgrade elevation. It should be assumed that the excavated material may not be suitable for re-use. Dispose of surplus and unsuitable materials as directed by the Engineer. Contractor pricing shall include cost for material and installation of imported fill.
- W. Section 550 Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe** - Provide necessary temporary drainage. Periodically remove any debris or silt constricting the pipe flow to maintain drainage throughout the life of the Contract. Install Concrete Pipe according to ASTM C 1479 and as per plans. Lay sections in a prepared trench with the socket ends pointing upstream. Join section using rubber gasket installed according to Subsection 848.2.01 and the manufacturer's recommendations. Install smooth-lined corrugated HDPE pipe according to ASTM D 2321 and as per plans using backfill requirements in Subsection 550.3.03. Use fitting and couplings that comply with the joint performance criteria of AASHTO Standard Specifications for Highway Bridges, Division II. Ensure all joints are "silt tight" as stated in the AASHTO bridge specifications.

- X. Section 668 Miscellaneous Drainage Structures** - This work includes constructing catch basins, drop inlets, manholes, junction boxes, spring boxes, drain inlets, special inlets with safety grates, and vertical tee sections. Depth in excess of six (6) feet will be paid for at the Contract Price per linear foot of additional depth and requires County oversight and field verification.
- Y. Section 670 Water Distribution System** - All Water System impacts shall be in strict accordance with Fayette County Water System Standards and Specifications and as noted on the plans. The contractor or subcontractor performing the utility work shall be a licensed Utility Contractor in the state of Georgia. Fayette County Water System Standards and Specifications are available on the County's website: https://fayettecountyga.gov/departments/water_system/index.php
- Z. Section 700 Grassing** - Furnish and install sod, in kind, as shown on the plans and according to Subsection 700.3.05.H. On slopes steeper than 3:1, sod should be anchored with pins or other approved methods.

BID PRICE SHEET

ITB 26108-B: Brandon Mill Circle (140) Culvert Replacement

| PAY ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|---|---|--------------------|------|-------------|-----------------|
| 106-9999 | MATERIALS TESTING & INSPECTIONS | 1.00 | LS | | |
| 150-1000 | TRAFFIC CONTROL | 1.00 | LS | | |
| 163-0232 | TEMPORARY GRASSING | 0.37 | AC | | |
| 163-0240 | MULCH | 0.49 | TN | | |
| 163-0301 | CONSTRUCT AND REMOVE CONSTRUCTION EXITS | 2.00 | EA | | |
| 171-0030 | TEMPOARY SILT FENCE, TP C | 391.00 | LF | | |
| 201-1500 | CLEARING & GRUBBING | 1.00 | LS | | |
| 207-0203 | FOUND BKFILL MATL, TYPE II | 15.00 | CY | | |
| 210-0100 | GRADING COMPLETE | 1.00 | LS | | |
| 310-1101 | GR AGGR BASE CRS, INCL MATL | 19.50 | TN | | |
| 402-3103 | RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME | 6.50 | TN | | |
| 402-3190 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | 8.60 | TN | | |
| 413-0750 | TACK COAT | 3.000 | GL | | |
| 441-0600 | CONC HEADWALLS | 2.000 | EA | | |
| 441-6012 | CONC CURB & GUTTER, 6 IN X 24 IN, TP 2 | 41.00 | LF | | |
| 550-1480 | STORM DRAIN PIPE, 48 IN, HDPE, H 1-10 | 171.00 | LF | | |
| 550-1600 | STORM DRAIN PIPE, 60 IN, HDPE, H 1-10 | 160.00 | LF | | |
| 550-5540 | STORM DRAIN PIPE, 54 IN, CLASS III | 28.00 | LF | | |
| 603-2181 | STN DUMPED RIP RAP, TP 3, 18 IN | 74.00 | SY | | |
| 603-7000 | PLASTIC FILTER FABRIC | 74.00 | SY | | |
| 668-1200 | CATCH BASIN, GP 2 | 2.00 | EA | | |
| 668-1210 | CATCH BASIN, GP 2, ADDL DEPTH | 9.50 | LF | | |
| 668-2200 | DROP INLET, GP 2, TYPE C WITH WEIR | 2.00 | EA | | |
| 668-2210 | DROP INLET, GP 2, ADDL DEPTH | 4.00 | LF | | |
| 670-1080 | WATER MAIN, 8 IN | 40.00 | LF | | |
| 670-2002 | VALVE MARKER | 2.00 | EA | | |
| 670-2080 | GATE VALVE, 8 IN | 2.00 | EA | | |
| 670-4510 | CONCRETE THRUST COLLAR, 8 IN PIPE | 2.00 | EA | | |
| 670-6050 | TEMP WATER MAIN BYPASS SYS | 1.00 | LS | | |
| 700-9300 | SOD | 1,820.00 | SY | | |
| 702-7501 | TREE PROTECTION BARRIER, TYPE 1 | 752.00 | LF | | |
| 999-0000 | CONSTRUCTION ALLOWANCE | 1.00 | LS | \$25,000.00 | \$25,000.00 |
| BRANDON MILL CIRCLE (140) TOTAL BASE BID | | | | \$ | |

THIS BID PRICE SHEET IS AVAILABLE IN EXCEL FORM ON THE FAYETTE COUNTY WEBSITE:

[HTTPS://FAYETTECOUNTYGA.GOV/PURCHASING/BIDS-AND-PROPOSALS](https://fayettecountyga.gov/purchasing/bids-and-proposals)

COMPANY NAME _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#26108-B: Brandon Mill Circle (140) Culvert Replacement
Name of Project

Fayette County, Georgia
Name of Public Employer

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

Executed on _____, _____, 2024 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

COMPANY INFORMATION
ITB #26108-B: Brandon Mill Circle (140) Culvert Replacement

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

CONTRACTOR EXPERIENCE FORM

ITB #26108-B: Brandon Mill Circle (140) Culvert Replacement

Projects of similar size and scope to the nature of the work described in this Invitation to Bid are required.

Project 1

| | |
|-------------------------|--|
| Project Name | |
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |
| | |
| | |
| | |

Project 2

| | |
|-------------------------|--|
| Project Name | |
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |
| | |
| | |
| | |

CONTRACTOR EXPERIENCE FORM - continued

ITB #26108-B: Brandon Mill Circle (140) Culvert Replacement

Project 3

| | |
|-------------------------|--|
| Project Name | |
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |
| | |
| | |
| | |

COMPANY NAME _____

**GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)
CONTRACTORS AND SUBCONTRACTORS
PREQUALIFICATION TABLE**

ITB 26108-B: Brandon Mill Circle (140) Culvert Replacement

The Prime Contractor shall be GDOT prequalified in Work Class 500 or 513 and provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. Fayette County reserves the right to consider a contractor’s past performance when determining if a bid is responsive and responsible. In addition, the Prime Contractor shall self-perform at least 30 percent of the contract as determined by invoices.

| WORK CLASS | DESCRIPTION | PRIME CONTRACTOR GDOT VENDOR ID |
|-------------------|---|--|
| 500 | Concrete Structures | |
| 513 | Precast Reinforced Concrete Box Culverts, Barrel Sections, and End Sections | |
| 550 | Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe | |

List below the subcontractors, as known at the time of bid, and their work class qualification or registration, if applicable.

| WORK CLASS | NAME OF SUBCONTRACTOR | SUBCONTRACTOR GDOT VENDOR ID |
|-------------------|------------------------------|---|
| | | |
| | | |
| | | |

Prior to issuing the Notice to Proceed, the Prime Contractor shall provide to Fayette County, for review and approval, the subcontractors to be used on the project.

