



Fayette COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT

140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettcountyga.gov

August 3, 2017

Subject: IFB #1207-B: Rising Star Culvert Replacement – Addendum #1

Gentlemen/Ladies:

Included herein is additional information and clarification for the above referenced invitation for bids. Please consider all of this information when preparing your bid.

1. Could you please point out where the specified retainage on this project is listed? See information below.

Item No. 1: **Section 00 73 00 – Supplemental General Conditions**, Insert the following into the specification:

15. **Replace 15.01.B.3 of Section 00 72 00 – General Conditions**, with the following:

The maximum retainage shall be held in accordance with all provisions of O.C.G.A § 13-10-80. Section 2 of the code is summarized below:

- (A) Retainage to a maximum of 10 percent of each progress payment; provided, however, when 50 percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the owner's authorized contract representative, the owner shall withhold no more retainage. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- (B) If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the contractor and subcontractors shall be entitled to resume withholding retainage accordingly.
- (C) At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the owner's

authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.

(D) The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the contractor's retainage is reduced by the owner; provided, however, that the value of each subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

(E) The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

2. **What is the anticipated date to issue Notice to Proceed (NTP) to awarded contractor?** Currently the anticipated NTP is mid-September.
3. **Are there any known utility conflicts within the project limits, and if so, what is the timeline of having these utilities relocated?** Yes, they are indicated on the plans. The contractor is responsible for the relocation of both waterlines and the county will help facilitate any other utility conflicts.
4. **Have all required permits been acquired?** Yes.
5. **Will the contractor be required to obtain any permits?** No.
6. **Have all easements been acquired (if applicable)?** They are currently being acquired.
7. **Who will be responsible for material testing?** Fayette County.
8. **What is the funding source for this project?** Special Purpose Local Option Sales Tax (SPLOST).

9. **Do we anticipate needing any specialty tree removal?** No, only the removal of trees needed to complete the project is required.
10. **How are unsuitable soils/materials to be handled?** Responders shall familiarize themselves with the site conditions prior to placing bid. The successful bidder shall perform excavation and undercutting as necessary to remove unsuitable soils for the culvert installation as a part of the base bid.
11. **Are the creeks/beds on the north side of the project considered protected wetlands?** There is a small pocket of wetlands, but the appropriate permits have been acquired for this project.
12. **Will there be any special provisions for the dewatering of the site?** Please review the Invitation for Bids, Page 222; (G) Dewatering, Section: 31 23 17-2 of the specifications.
13. **Please specify which line item you would like dewatering to be included in, since it will be a fairly large scope?** Erosion Control or Culvert Installation it is up to the bidder.

Received by _____ Company _____

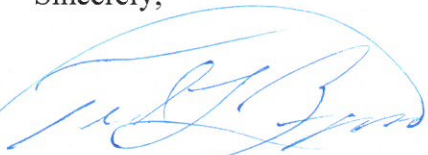
Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, all responders shall still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this invitation for bids has not changed. **The opening date is: 3:00 p.m., Tuesday August 8, 2017.** Bids must be received in the Purchasing Department at the address above in Suite 204 on or before the opening date and time.

If you have already submitted a bid, it will be opened and read on the opening date. If you would not like your bid opened or should you desire to submit a new bid, you must notify Trina Barwicks, Contract Administrator in writing by email: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, your desire to not have your bid opened.

Thank you for your attention to this matter.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB\tcb