



Fayette COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

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

April 6, 2017

**Subject: Invitation for Bids #1297-B: SR 92 Westbridge Veterans Pkwy
Construction Improvements**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from Georgia Department of Transportation (GDOT) Prequalified Contractors experienced with new Roadway construction and intersection improvements in accordance with the information and specifications contained herein.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST - SUITE 204
FAYETTEVILLE, GEORGIA 30214
BID #1297-B
**REFERENCE: SR 92 WESTBRIDGE VETERANS PKWY
CONSTRUCTION IMPROVEMENTS**

Bids will be received at the above address until 3:00 p.m., Wednesday, April 26, 2017 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. April 26, 2017. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

Bid results will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
 - a. **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
 - b. **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed, including other documentation required by this Invitation to Bid.
 - c. **BIDDER** - Any person, firm, or corporation submitting a Bid for the work.
 - d. **BONDS** - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor’s surety in accordance with the Contract Documents.
 - e. **CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - f. **CONTRACT DOCUMENTS** - The contract, including, Invitation for Bids, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
 - g. **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
 - h. **CONTRACT TIME** - The number of calendar days stated in the Contract Documents for the completion of the work.
 - i. **CONTRACTOR** – The person, firm, or corporation with whom the Owner has executed the Agreement. For additional descriptions, refer to General Terms and Conditions, Item #2.
 - j. **DRAWINGS** - The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
 - k. **ENGINEER** - The person, firm, or corporation named as such in the Contract Documents. The Engineer is Fayette County Engineering Department or the authorized representative of the owner.
 - l. **FIELD ORDER** - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
 - m. **NOTICE OF AWARD** - The written notice of the acceptance of the Bid from the Owner to be the successful Bidder.
 - n. **NOTICE TO PROCEED** - Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

- o. OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the work is to be performed. Fayette County and County is used interchangeably to refer to the Owner.
 - p. PROJECT - The undertaking to be performed as provided in the Contract Documents.
 - q. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the Project site or any part thereof.
 - r. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
 - s. SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
 - t. SUBCONTRACTOR - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the work at the site.
 - u. SUBSTANTIAL COMPLETION - That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
 - v. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions.
 - w. SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
 - x. WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
 - y. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the work.
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. 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:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder's Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing no later than 3:00pm, Thursday, April 20, 2017. 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: http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp. 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, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder's company name,
 - b. The bid number and reference, which is **#1297-B: SR 92 Westbridge Veterans Pkwy Construction Improvements**.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

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

Attention: Contracts Administrator

You may submit 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 by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
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 an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an “as ordered” basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended. The county reserves the right to determine equivalency.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the “Exceptions to Specifications” 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 be the responsibility of the county.
16. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder’s request, and at the bidder’s expense, if they are not destroyed by testing.
17. **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.
18. **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.
19. **Discounts:** 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 acceptance at destination 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. For payment of full invoice price, minimum terms of net 30 are preferred.
20. **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).

21. **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.
22. **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 in 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.

23. **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.
24. **Unavailability of Funds:** 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.
25. **Insurance:** The successful bidder shall, without expense to the county, carry 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 offeror 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

26. **Bid Bond:** You must 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 Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **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 Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
28. **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.
29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
30. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
31. **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.
32. **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.
33. **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 a 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 any 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.
34. **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.

35. **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. Termination shall be without prejudice to any of the county's rights or remedies by law.
36. **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.
37. **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.
38. **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.

SUPPLEMENTAL TERMS AND CONDITIONS

39. Additional Instructions and Detail Drawings:

- A. The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- B. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

40. Drawings and Specifications:

- A. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- B. Bidders are requested to visit the site and inform themselves as to all conditions. Failure to do so will not relieve the successful bidder or bidders from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the true intent and meaning of the Plans and Specifications without additional cost to the Owner.
- C. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over general Drawings.
- D. The Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications to the Engineer, in writing, who shall promptly

correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

41. **Patents:** The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.
42. **Permits & Regulations:** Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 45, Changes in the Work.
43. **Protection of Work, Property, and Persons:**
 - A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify Owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
 - C. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
44. **Supervision by Contractor:** The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or

superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. 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 be present on the site at all times as required to perform adequate supervision and coordination of the work. The individual Contractor is responsible for the proper coordination of the Work. The OWNER and the ENGINEER will assist in coordinating the Work schedules, but will not be responsible for proper cooperation and coordination of any Work. Any additional work, expense or delay due to lack of coordination will be the sole responsibility of the Contractor.

45. Changes in the Work:

- A. The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
- B. The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or TIME, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order for further instruction from the Owner.
- C. All Contract Change Orders must be approved by the Engineer and Owner. All changes should be recorded as they occur so they may be included in the partial payment estimate.

46. Changes in the Contract Price: The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

47. Time for Completion and Liquidated Damages:

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In addition to Liquidated Damages, the Contractor shall reimburse the Engineer for

additional inspection and engineering services required due to overrun of the contract time, or the overrun of approved extension of contract time. This will be paid at 2.5 times the direct expense to the Engineer and will be withheld from the Contractor's monthly pay request. The Owner will pay the Engineer directly from the withheld amount.

- D. The Contractor shall not be charged with liquidated damages or any excess cost or any payment to the Engineer when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
- To any preference, priority or allocation order duly issued by the Owner.
 - To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - To any delays of Subcontractors occasioned by any of the causes specified in the above paragraphs of this article.

48. Correction of Work:

- A. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- B. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

49. Suspension of Work, Termination, and Delay:

- A. The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written

notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the work until paid all amounts then due, in which event and upon resumption of the work Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.
- F. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

50. Payment to Contractor:

- A. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable

insurance.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimates to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and re-submit the partial payment estimate. The Owner will, within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage.

The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, no additional retainage will be withheld, such that total retainage will be gradually reduced from 10% at 50% completion to 5% at 100% completion. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. The retainage amount withheld in the Contractor's Application for Payments shall be invested by the Owner at the current market rate for the duration of the Project. If the Project is completed within the time limits specified and at the Contract Price specified, subject to any authorized modification thereto, the interest earned on the retainage shall be paid to the Contractor. Any expenses charged by the financial institution for the retainage investment account will be deducted from the interest earned on the account. Payment of the interest to the Contractor shall be made with the final payment, after the Engineer certifies that the Work, including incomplete minor items remaining after substantial completion, has been completed. If the Contractor does not satisfy the time and/or price conditions, the Owner will retain the interest earned on retainage. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- B. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- C. Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- D. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- E. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- F. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof,

equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- G. If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
51. **Acceptance of Final Payment as Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

52. **Subcontracting**

- A. Contractor may utilize the services of specialty Subcontracts on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.
- B. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- C. The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

53. **Engineer's Authority**

- A. The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site

and determine if the work is proceeding in accordance with the Contract Documents.

- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be at the factory or fabrication plant of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

54. **Land and Rights-of-Way**

- A. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- B. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- C. The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

55. **Guarantee**

- A. The Contractor shall guarantee all materials supplied by the Contractor and equipment furnished and work performed for a period of two (2) years from the date of Substantial Completion. The Contractor warrants and guarantees for a period of two (2) years from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials supplied by the Contractor or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects.
- B. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail 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. The Performance Bond shall remain in full force and effect through the guarantee period.
- C. If different guarantees or warranties are required in the technical specifications for specific items then the more stringent (i.e., longer) period shall prevail.

SPECIAL CONDITIONS

1. **Traffic Control** – The Contractor shall provide, erect, and maintain all necessary barricades, variable message boards, suitable and sufficient lights, danger signals, signs, pilot vehicles, flagmen and other control devices, and take all necessary precautions for the protection of the work and safety of the public. At a minimum, traffic control shall include:
 - a. A minimum of one lane of traffic shall remain open at all times along SR 92 and Westbridge Road. The contractor is responsible for obtaining any required permit(s) from the Georgia Department of Transportation or Fayette County for any required lane closure.
 - b. Temporary centerline striping and RPMs shall be provided and maintained along the new Westbridge Road alignment once opened to the public for use.
 - c. All signs and pavement markings, both permanent and temporary, shall meet the standards established in the Manual on Uniform Traffic Control Devices (MUTCD), latest edition or per GDOT's Standards & details, whichever prevails.
 - d. A Work Zone with appropriate signs and striping shall be established within the project limits. The posted speed limit within the work zone shall be reduced throughout the project construction duration to provide safety to the public and the contractor.
 - e. Have two (2) variable message boards (VMB) placed along SR92, outside the limits of the projects, to notify the public of the forthcoming project. VMB's shall be placed 2-weeks in advance of the contractors scheduled mobilization date to begin work on SR92. VMB's shall remain up for an additional two (2) weeks after contractor has started work on SR92.

2. **Work Hours** – Unless approved otherwise by the Engineer and County, work shall be limited to 7:00 AM to 7:00 PM, Monday thru Friday.

3. **Plans and Specifications** – Fayette County shall provide the construction plans and specifications to the Contractor in Portable Document Format (.pdf). The Contractor shall use this file to plot/print hardcopies needed for the project. At a minimum, the Contractor shall keep one, full-size, paper set of Plans and Specifications on the site in good order and available to the County, Engineer and their representatives.

4. **Utilities** –The Contractor is responsible for identifying and confirming location of all utilities, as well as coordinating relocation with the utilities companies. Existing utilities shall be protected and maintained in a working condition, and if damaged, shall be restored to the same or better condition as when found at no increase in Contract Price.

5. **Borrow Material** – Fayette County owns a 2.1 acre parcel off SR92 across from where it intersects with Westbridge Road. This site may be used for borrow or waste, provided it meets the noted "Waste/Excess Material" requirement below. In the event that this site or an off-site borrow pit is required for fill material, the Contractor shall be responsible for identifying, testing and getting the engineers approval for the borrow location. The Contractor is responsible for all loading, permitting, hauling, grading, etc. associated with material used from the borrow area.

6. **Waste/Excess Material** – All, clean, excess soil (including topsoil, structural fill, alluvial material, etc.) may be disposed on Fayette County's 2.1 acre parcel. The contractor is responsible to grade and stabilize to Fayette County's acceptance any disturbed area within the borrow site. Construction debris, including rock, concrete, asphalt, and organic material, will not be accepted at this location and shall be properly disposed of at the Contractor's expense.

7. **Notice of Intent** – The Contractor shall file the NOI, perform all necessary inspections, and maintain all documentation per the permit.

8. **Unforeseen Conditions (Allowances)** – The work included in this Contract shall include all labor and material necessary to complete the project per the contract documents. It is the intent of these Plans and Specifications that the Contractor shall perform all incidental items of Work and furnish all items of incidental material, and equipment required to construct the completed Project even though such items are not covered in detail in the Contracts Documents.

Due to the nature of the project and the potential for unforeseen conditions, it is anticipated that some additional work may be required. A \$50,000.00 allowance for additional work is to be included in the Base Bid, to be used to cover Change Orders resulting from additional work. These allowances apply only to additional work not shown on the Drawings or required by the Specifications. Should such additional work become evident during the conduct of the work, a cost to correct such work shall be established and if the Owner agrees to incorporate the Work in this Contract, a Change Order will be issued. The amount of the Change Order will be deducted from the appropriate allowance. If any allowance remains unused at the end of the job, a Change Order will be issued decreasing the Contract amount by the amount of the unused allowance.

9. **Construction Equipment** - The Contractor shall provide all necessary equipment in good repair for the expedient construction of the work. Any equipment not adapted for the work, or in such repair as to be dangerous to the work or workers shall not be used.
10. **Sanitary Provisions** - The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as necessary to comply with the Regulations of the State Board of Health and all local ordinances. No nuisances will be permitted.
11. **Subsurface Conditions** - It is not represented that the Plans show all underground structures, and whenever necessary the Contractor shall make all explorations and excavations for such purposes, at his own expense. Any subsurface information furnished is for the general information of the bidders and is not guaranteed. Unforeseen conditions shall not constitute a claim for increased compensation under the terms of the Contract, nor constitute a basis for cancellation thereof.
12. **Lines and Grades** - The ENGINEER will furnish sufficient bench marks and dimensions to enable the Contractor to layout the necessary construction lines from the information shown on the Plans. The Contractor shall be responsible for the preservation of all points and elevations furnished and shall bear the expense of setting same if, through negligence or carelessness on his part, they are destroyed. The Contractor shall satisfy himself as to the accuracy of all elevations and points furnished and shall not take advantage of any errors that may have been made.

All lines and grades shall be subject to checking by the ENGINEER, but this checking shall in no way relieve the Contractor from his responsibility for their correctness. The Contractor shall provide such stakes, material, etc., and such field men, and assistance as the ENGINEER may require to establish bench marks and checking and measuring the work.

13. **Special Inspection** - Representatives of the OWNER and the ENGINEER shall have access to the work whenever it is in preparation or progress, and the Contractor will provide proper facilities for such access and inspection.
14. **Plans and Specifications** - The ENGINEER shall furnish to the Contractor, free of charge, six(6) copies of the Plans and Specifications. If additional copies are desired by the Contractor, they will be furnished at his expense. The Contractor shall keep one copy

of the Plans and Specifications on the site of the work in good order, available to the ENGINEER and to their representatives.

All Plans, Specifications, and copies thereof furnished by the ENGINEER are their property. They are not to be used on other work, and with the exception of the signed Contract Set are to be returned to them on request, at the completion of the work.

15. **Environmental Protection** - During construction the Contractor shall provide silt barriers, BMP's and/or other preventive measures as shown on the plans and as may be required by governing laws or ordinances to prevent siltation and soil erosion from leaving the project site. All such work shall be done without additional cost to the OWNER.

The Contractor will restore all disturbed areas to their present or better condition upon completion of construction.

16. **Testing** – Contractor shall adhere to Fayette County's testing requirements and GDOT's testing requirements for improvements within each municipality's respective right-of-way.
17. **Notice To Property Owners** - Contractor is required to communicate verbally and/or in writing with property owners whose usual and customary ingress/egress from their property will be controlled or restricted on any given day. *An example of this would be where a driveway pipe is to be replaced and the owner may not be able to leave or enter property during that 1-hour period.* Notice is required at least 24-hours before the schedule event(s). Where impacts to improvements (sprinklers system, signage, lighting, etc.) will occur, contractor shall provide written notice of work schedule to property owners notifying them of approximate work dates where these improvements will be impacted.
18. **Equipment Staging Areas** - Equipment staging/storage areas shall be approved by the Engineer.
19. **Transitions and Tie-ins** – Where transitions and tie-ins are to occur within the roadway, driveways, etc., are to be seamless and not present a distraction to drivers due to elevation changes, bumps, dips, etc. It is the responsibility and within the scope of this CONTRACT for the contractor to tie-in the proposed work to existing asphalt pavement to provide for continuous pavement along SR92 and between Veterans Parkway and Westbridge Road Alignment. It is the responsibility of the CONTRACTOR to provide an acceptable edge (bladed, saw cut, etc.) along existing pavement to which their work can be connected at no additional cost to the contract. No separate or additional payment shall be made for saw cutting and removal of existing pavement needed to provide a good edge for asphalt tie-in.
20. **Specialty Signage** - Fayette County "SPLOST PROGRAM" signage shall be displayed at all active work sites. Signs shall be provided by Owner.

"Low Shoulder" or "Soft Shoulder" signs shall be displayed as necessary and as directed by the Engineer. Signs shall be provided by the Contractor.
21. **Vegetation Within Existing Roadway** - Grasses, weeds and other miscellaneous vegetation growing through cracks in the existing asphalt shall be removed or chemically treated with approved Grass/Weed killer. No additional payment will be made to meet this requirement.

22. **Adjustments to Existing Utilities Within Pavement** - Top elevations of existing utility structures shall be adjusted to match new asphalt overlay elevation. This shall include but not be limited to: manhole covers, water valve boxes, etc. Existing raised reflective pavement markers (RPM's) shall be removed by the contractor, prior to resurfacing. New markers shall be installed along SR92 as reflected in the plans and per GDOT's standard detail requirements.

Only items listed on the Bid Schedule will be measured for payment.

23. **Milling and Patching** - Areas designated for milling and patching shall be scheduled such that all areas milled will receive patching on the same day. Milled areas shall not be left "open" overnight.

24. **Debris Removal and Clean Up** - Contractor shall remove all debris from roadway and gutter surfaces, as necessary to properly complete the work. Debris shall be disposed of, at a suitable offsite location selected by the Contractor.

Debris and waste materials generated by the work shall be disposed of by the Contractor at a suitable off-site location.

25. **PLANS AND SPECIFICATIONS** - Fayette County shall furnish to the Contractor, free of charge, up to three (3) copies of the Plans and Specifications. If additional copies are desired by the Contractor, they will be furnished at his expense. The Contractor shall keep one copy of the Plans and Specifications on the site of the work in good order, available to the ENGINEER and to their representatives.

All Plans, Specifications, and copies thereof furnished by Fayette County are their property. They are not to be used on other work, and with the exception of the signed Contract Set are to be returned to them on request, at the completion of the work.

26. **EQUIPMENT STAGING AREAS** - Equipment staging/storage areas shall be pre-approved by Fayette County.

27. **DEBRIS REMOVAL AND CLEAN UP** - Contractor shall remove all generated asphalt debris from roadway and gutter surfaces, as necessary to properly complete the work. Debris shall be disposed of, at a suitable offsite location selected by the Contractor.

Debris and waste materials generated by the work shall be disposed of by the Contractor at a suitable off-site location.

SPECIAL PROVISION

**ADDITION TO THE STANDARD SPECIFICATIONS
APPROVED DECEMBER 19, 1991**

CONSTRUCTION MATERIAL TESTING

DESCRIPTION

- A. Readjust work performed that does not meet technical or design requirements, but make no deviation from the Contract Documents without specific and written approval from the Engineer.

FOR CLARIFICATION: "THE OWNER WILL RETAIN AND COMPENSATE A TESTING FIRM TO PERFORM REQUIRED CONSTRUCTION MATERIALS, TESTING. ANY RE-TESTING REQUIRED WILL BE AT THE EXPENSE OF THE CONTRACTOR".

SPECIAL PROVISION

**MODIFICATION OF STANDARD SPECIFICATIONS
APPROVED DECEMBER 19, 1991**

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT
(60 DAY CLAUSE)**

103.02 Award of Contract and Execution and Approval of Contract is amended as follows:

The Owner reserves the right to delay either the Award of Contract (103.02) or the Execution and Approval of Contract (103.06) for a period of sixty (60) calendar days instead of the normal thirty (30) calendar days specified in each of the aforementioned articles.

In the event a longer period of time is required by the Owner and such period is agreed to in writing by the successful bidder, the interval of time for Award of Contract or issuance of Notice to Proceed may be extended for any mutually agreed number of calendar days.

SPECIAL PROVISION

**MODIFICATION OF STANDARD SPECIFICATIONS
APPROVED DECEMBER 19, 1991**

SECTION 101 – DEFINITIONS AND TERMS

Add the following paragraph at the beginning of section:

"This project is being constructed by Fayette County, Georgia. It is the intent that the roadway, and related facilities be constructed in accordance with the Georgia Department of Transportation's Standard Specifications for Materials and Construction. However, references to the Department as defined in 101.22 when relating to approvals and contractual matters shall mean Fayette County, Georgia, and/or its authorized agent, Mallett Consulting, Inc.

Change content of the following section to:

101.24 Engineer: Mallett Consulting, Inc. or its duly authorized representatives.

Fayette County, Georgia
Checklist of Required Documents

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

BID #1297-B: SR 92 Westbridge Veterans Pkwy Construction Improvements

- Company information – on the form provided _____

- Bid bond _____

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

- Pricing Sheet _____

- List of exceptions, if any – on the form provided _____

- Contractor’s Experience – on form provided _____

- References – on form provided _____

- Addenda, if Any _____

COMPANY NAME: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#1297-B: SR 92 Westbridge Veterans Pkwy Construction Improvements

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 _____, _____, 2017 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 _____, 2017.

NOTARY PUBLIC

My Commission Expires:

BACKGROUND & PURPOSE

Fayette County is soliciting Bids from GDOT prequalified Contractors experienced with new Roadway construction and intersection improvements located within the Georgia Department of Transportation (State) Right-of-Way. The location of this project is at the existing intersection of SR 92 and Westbridge Road in Fayetteville, Georgia.

This project is the last Phase of the Veterans Parkway roadway project that began at E. Rivers Elementary School on Lester Road and has progressed in a phased approach northerly approximately 6.2 miles to where it terminates with this project.

The scope of this project involves constructing new roadway and rebuilding an existing intersection along a State Route. Approximately six (6) miles of Veterans Parkway has been completed over the years, with the last section terminating approximately 1200ft South of SR 92. This project includes the grading and construction of new roadway starting from the northerly most end of Veterans Parkway, continuing north to intersect and extend past SR92, merge and re-connect into existing Westbridge Road. Some expected improvement work along SR92 will include widening existing pavement, milling & leveling select areas, asphalt resurfacing, adding turn lanes, adding storm drainage pipe and re-stripping the roadway. Approximately 1,700 lineal feet of new roadway construction is anticipated to connect existing Veterans Parkway and Westbridge Road.

Expectations are that the contractor selected for this project effectively demonstrates their ability to manage traffic operations and patterns within the project limits to assure the safety of the traveling public throughout the construction duration.

Other Contractor responsibilities include, but are not limited to: (1) Staging traffic throughout construction to avoid any road closures, (2) managing traffic effectively throughout the work zone, (3) managing & coordinating owner access to private property during construction, (4) coordinating utility relocations with the various impacted utility companies, (5) controlling erosion and sedimentation within the project limits, and (6) establishing permanent stabilization.

Fayette County is in process of securing all the needed fee-simple right-of-way and construction easements for this project. We anticipate all acquisitions to be finalized and the needed property acquired prior to issuing a Notice to Proceed (NTP).

This project is fully funded through Fayette County's Special Purpose Local Options Sales Tax.

BIDDER QUALIFICATIONS

In addition to other requirements specified within the Bid Package, bidders on this project shall meet the following minimum qualifications in order to be considered responsive and responsible. The bidder shall provide sufficient documentation to demonstrate these qualifications are satisfied. Submittal requirements are indicated in bold italics.

1. Identify the project team. ***List the Prime Contractor and all known Subcontractors and identify the work activities for which Subcontractors will be used. Provide company name, address, contact person, telephone number and email address for each company.***
2. The Prime Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time. ***Provide a letter on company letterhead and signed by the President/CEO certifying this information.***
3. The Contractor and/or the designated Subcontractors shall have:
 - a. Within the past five years, successfully completed, to the owner's satisfaction, at least two projects of similar or greater scope and complexity entailing roadway construction within the limits of or crossing a State Route having an approx. AADT of 12,000; and
 - b. Within the past ten years, successfully completed, to the owner's satisfaction, at least two projects within the State of Georgia of similar or greater scope and complexity entailing roadway construction within the limits of or crossing a State Route having an approx. AADT of 12,000.

Provide a completed "Contractor Experience Form". For each of the referenced projects, provide a contact name, telephone number and email address of an owner's representative who will be able to verify project scope, date of completion and indicate the owner's satisfaction of the project.

4. The Contractor's Superintendent shall have at least five years of experience as a Superintendent on projects of similar scope and complexity as this project and shall have been the Superintendent on at least one project that includes roadway construction comparable to this project. ***Identify the proposed Project Superintendent and provide at least two, independent, references that can verify the Superintendent's experience. Identify the project with the names and telephone numbers (or email addresses) of the owner and design professional that can verify project information.***
5. The Contractor's Project Manager shall have at least five years of experience as Project Manager on projects of similar scope and complexity as this project and shall have been the Project Manager on at least one project that includes roadway construction comparable to this project. ***Identify the proposed Project Manager and provide at least two, independent, references that can verify the Manager's experience. Identify the project with the names and telephone numbers (or email addresses) of the owner and design professional that can verify project information.***
6. The Contractor shall be a Prequalified Prime Contractor, per the Georgia Department of Transportation (GDOT), Office of Contract Administration. ***Provide copies of all applicable GDOT prequalifications.***

7. The Contractor shall be responsible for and demonstrate the ability to develop and submit a traffic staging plan for the project that will maintain traffic flow throughout construction. Likewise, it will be the responsibility of the contractor to obtain any needed lane closures along SR92 from the Georgia Department of Transportation. Contractor is responsible for developing all plans, submitting those plans, and getting the necessary permit(s) for any needed lane closure. Contractor is responsible for all cost associated with any needed or required lane closure during construction including but not limited to electronic variable message boards, traffic drums, traffic cones, temporary concrete or water filled barrier devices, etc. ***Identify the firm/company, individual name, contact information and license number of the Engineer who will do this work. If the specific person or company is not known at time of bid submittal, simply acknowledge that a qualified individual will be retained for the required services.***

8. The Contractor shall be provided control points for project layout. The contractor is responsible for all layout, surveying and staking for this project. ***Identify the firm/company, individual name, contact information and license number of the surveyor who will do this work. If the specific person or company is not known at time of bid submittal, simply acknowledge that a RLS will be retained for the required services.***

9. The Specifications require the Contractor to retain an independent commercial testing lab for a variety of services. The lab shall be prequalified by GDOT for Geotechnical Services. ***Identify the company name and address of the testing laboratory and provide a copy of their GDOT prequalification. If the testing firm is not known at the time of bid submittal, acknowledge that the lab will be prequalified by GDOT for geotechnical services.***

10. The contractor is responsible for installing and maintaining all erosion & sediment control BMP's shown on the project plans and any additional BMP's required to keep the project in compliance. No additional payment will be made for BMP's required by the State or County to keep project in compliance. Contractor will be required to maintain all BMP's. ***Identify the firm/company, individual name contact information and the appropriate NPDES card number of the individual(s) responsible for installing, inspecting and maintaining BMP's during construction.***

**#1297-B: SR 92 WESTBRIDGE VETERANS PKWY CONSTRUCTION
IMPROVEMENTS**

CONTRACTOR EXPERIENCE FORM

The same projects identified on the Reference Form may be described here with explanation, pictures, etc.

THIS IS TO CERTIFY pursuant to the Fayette County, GA SR92 @ Westbridge Road/Veterans Pkwy bid specifications that _____, has proficiency in the construction of new roadways; intersection improvements within a State Route construction; and providing traffic management during construction within a State Route. This may be demonstrated by reference to the successful performance of similar work on the following four projects:

Projects 1 & 2 – Completed within past five (5) years the construction of at least two projects within the State of Georgia having similar or greater scope and complexity to the SR92 @Westbridge Road/Veterans Parkway project entailing roadway construction within the limits of or crossing a State Route.

(1) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

(2) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

Projects 3 & 4 – Completed within past ten(10) years the construction of at least two projects within the State of Georgia having similar or greater scope and complexity to the SR92 @Westbridge Road/Veterans Parkway project entailing roadway construction within the limits of or crossing a State Route.

(3) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

(4) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

Owner/President/CEO Certification

I certify the above information is true and accurate and is provided to satisfy minimum bidding requirements with respect to Contractor experience for the Emerald Lake dam project.

This _____ day of _____, 2016.
Name of Company: _____
By: _____
Title: _____

PRICING SHEET - BID #1297-B

SR 92 WESTBRIDGE VETERANS PKWY CONSTRUCTION IMPROVEMENTS

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS, within the time set forth therein, and for the following unit prices or lump sum values:

BIDS shall include sales tax and all other applicable taxes and fees.

BID SCHEDULE					
No.	Item Description	Unit	Est. Quant.	Unit Price	Total Price
GENERAL					
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Clearing & Grubbing	LS	1		
4	Grading Complete	LS	1		
5	Relocate Water Meter Box	EA	2		
6	Adjust Valve Box to Grade	EA	1		
STORM DRAINAGE					
7	DOT STD. 1122-2, 18" Safety End Section	EA	8		
8	DOT STD. 1122-1, 24" Safety End Section	EA	3		
9	DOT STD. 1011-A, Precast Junction Box Structure, 0' – 10' Deep	EA	6		
10	DOT STD. 1019-A, Precast Drop Inlet Structure, Incl. Grate	EA	2		
11	18" RCP Pipe, 0' – 10'	LF	247		
12	24" RCP Pipe, 0' – 10'	LF	303		
13	18" CMP Pipe, 0' - 10'	LF	24		

SURFACING QUANTITIES					
14	Recycled Asphalt Concrete, 12.5MM Superpave, GP 2 Only, Incl. Bitum Matl & H Lime, 165 lb/sy	TN	840		
15	Recycled Asphalt Concrete, 19MM Superpave, GP 2 Only, Incl. Bitum Matl & H Lime, 220 lb/sy	TN	585		
16	Recycled Asphalt Concrete, 25MM Superpave, GP 2 Only, Incl. Bitum Matl & H Lime, 440 lb/sy	TN	1,170		
17	Graded Aggregate Base Course, Incl Matl	TN	4,240		
18	Recycled Asphalt Conc. Leveling, Incl Bitum Matl & H Lime	TN	200		
19	Bituminous Tack Coat	GAL	1,083		
20	Sawcut Joints in Exist Asphalt Pvmt	LF	985		
21	Pvmt Reinf Fabric Strips, TP 2, 18 in. Width	LF	985		
22	Asphalt Milling	SY	503		
23	Concrete, Class B, Base or Pvmt Widening	CY	21		
24	Driveway Reconstruction, 19MM Superpave Asphalt Conc., 220 lb/sy	TN	110		
CURB & GUTTER					
25	DOT Std. 9032B, 24" Concrete Curb & Gutter	LF	110		
RETAINING WALL					
26	Poured in place Concrete Retaining Wall	LS	1		
TRAFFIC CONTROL					
27	Type 1 RPM, Yellow	EA	84		

28	Type 1 RPM, White	EA	50		
29	Type 1 RPM, Blue	EA	2		
30	Type 1, Thermoplastic Arrow	EA	6		
31	Type 2, Thermoplastic Arrow	EA	16		
32	Thermoplastic Stripe, 5" Thk, Solid White	LF	6,626		
33	Thermoplastic Stripe, 5" Thk, Solid Yellow	LF	3,416		
34	Thermoplastic Stripe, 5" Thk, Skip White	LF	450		
35	Thermoplastic, 24" Wide, Solid Stop Bar	LF	52		
36	Thermoplastic Traffic Stripe, White	SY	43		
37	Thermoplastic Traffic Stripe, Yellow	SY	314		
TRAFFIC SIGNAGE					
38	Changeable Message Sign, Portable, Type 3	EA	2		
39	W2-1, Intersection Ahead, 30" x 30"	EA	2		
40	W16-8P, Street Name, 30" x 8" (1.67 SF)	EA	4		
41	R1-1, Stop Sign, 36" x 36" (9 SF)	EA	2		
42	R2-1, Speed Limit, 24" x 30" (5 SF)	EA	2		
43	W3-1, Stop Ahead, 30" x 30" (6.25 SF)	EA	4		
44	R1-2, Yield Sign, 36" x 36" (9 SF)	EA	2		
45	D3-1, Road Name, 10" x 36" (2.5 SF)	EA	0		
46	M1-5, Route Marker, 24" x 24", (4 SF)	EA	2		
47	M6-4, Directional, 10" x 24", (1.67 SF)	EA	2		
48	Galvanized Steel Post, TP 7 (10ft)	EA	20		

EROSION CONTROL					
49	Silt Fence, Type C, Install, Maintenance & Removal	LF	6350		
50	Rock Check Dams, Install, Maintenance & Removal	EA	21		
51	Outlet Protection, Stone Dumped Rip Rap, TP 1, 24" THK	SY	200		
52	Construction Exit, Install, Maintenance & Removal	EA	2		
53	Temporary Grassing	AC	3.75		
54	Permanent Grassing	AC	3.75		
ALLOWANCES					
55	Allowance Per Special Conditions	LS	1	\$50,000.00	\$50,000.00
	Base Bid Total				

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as provided in the Terms and Conditions.

GDOT Prequalification/Certification No. _____

State Payment Terms _____ **Days**

State Number of Days to Commence Work after Notice to Proceed _____

COMPANY NAME: _____

**REFERENCES - BID #1297-B:
SR 92 WESTBRIDGE VETERANS PKWY CONSTRUCTION IMPROVEMENTS**

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

The same projects identified on the Experience Form may be listed here.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION

**BID #1297-B:
SR 92 WESTBRIDGE VETERANS PKWY CONSTRUCTION IMPROVEMENTS**

Company _____

Physical Address of Business _____

Mailing Address (If Different) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Project Contact Person Name: _____

Office Number: _____ **Cellular Number:** _____