



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

July 5, 2018

Subject: Invitation to Bid #1535-B: Dix-Lee-On Full Depth Reclamation

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors for full depth reclamation work in the Dix-Lee-On Sub-division, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Friday, July 20, 2018.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Bids will be received at the address below until 3:00pm, Friday, July 27, 2018 in the Purchasing Department, Suite 204. Bids will be opened at that time. Bids must be signed to be considered. Late bids will not be considered. Faxed or emailed bids will not be considered.

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

Bid Number: 1535-B

Bid Name: Dix-Lee-On Full Depth Reclamation

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

If you downloaded this Invitation to Bid from the county's website, it will be your responsibility to check the website for any addenda that might be issued for this solicitation. The county cannot not be responsible for a bidder not receiving information provided in any addenda.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a blue oval shape.

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.
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 ninety (90) 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 at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. 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, which is **#1535-B**, and
 - c. The “reference” which identifies the bid, which is “**Dix-Lee-On Full Depth Reclamation**”.

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 Georgia
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. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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).
19. **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.
20. **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 bid 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.

21. **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.
22. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
23. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

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

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful 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

- 24. **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).
- 25. **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).
- 26. **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.
- 27. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
- 28. **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.
- 29. **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.
- 30. **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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.

Fayette County, Georgia
Checklist of Required Documents

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

ITB #1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION

Company information – on the form provided _____

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

Bid Bond _____

Pricing sheet _____

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

References – on form provided _____

Signed 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

ITB #1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION

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 _____, _____, 2018 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 _____, 2018.

NOTARY PUBLIC

My Commission Expires:

INVITATION TO BID
#1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION

SCOPE OF SERVICES

Dix-Lee-On Drive is located in the Dix-Lee-On Subdivision that is off of State Route 279 in Northern Fayette County. While milling and filling this sub-division the County came across an estimated 4,500 SY of Dix-Lee-On Drive that was failing due to lack of rock base between the asphalt and the dirt subgrade.

The Road Department plan is to Full Depth Reclamation (FDR) the first 4,500 SY of Dix-Lee-On Drive from the entrance off of SR 279 to around address #240. Attached is the NOVA 6" FDR Mix Design with GDOT 2003 Special Provision 301 for soil cement.

The successful contractor will perform the following:

- 1.) Mix the existing asphalt and subgrade soils to a depth between 9.5 to 12"
- 2.) Remove all surplus material to allow 3.5" of asphalt to tie into the existing curb & gutter elevation
- 3.) Re-mix this time adding in 8% or 45 lbs/sy of cement for a depth of 6"
- 4.) Regrade the new road base to have a uniform crown and allow for 3.5" of asphalt
- 5.) Prime and sand over final FDR mixture

The Contractor will perform all required traffic control (flagging and signage) for the duration of this project. All fabrication and placement of the traffic control devices will meet MUTCD guidelines. This road can be closed for periods up to 6 hours (8:30am to 2:30pm) with a one week advance notice in writing given to the County. If contractor closes the road, the road still has to be passible by emergency vehicles. Outside of approved road closure times, Contractor must provide access to resident's homes. The County will schedule a meeting with the neighborhood HOA and the Contractor to go over the project before work is scheduled to begin. Working hours in this sub-division will be from 8am to 5pm Monday thru Friday.

The County will use NOVA and Tetra Tech as the engineering firm to perform testing for the attached mix design, daily testing and coring / reporting the results of the contractor's completed work. Final grade before resurfacing shall not be deficient in any area by more than ¼ inch. The final FDR product shall have a crown with a side slope of ¼ inch per foot or approximately 2 percent.

All work must follow GDOT Specifications and the attached 2003 Special Provision 301 for Soil Cement.

After the curing phase is completed the County will install two layers of asphalt pavement. Once the curing phase is completed the Contractor needs to complete all clean-up and any required repairs including but not limited to drainage structures, curb & gutter, residential yards, etc. within 10 days.

Contractor will be responsible for the utility locate and the County for any required permits.








The estimations listed in the price sheet are estimates only and have the possibility of being more or less.



Overview



Legend

-  Parcels
-  Roads
- City Limits
 -  BROOKS
 -  FAYETTEVILLE
 -  PEACHTREE CITY
 -  TYRONE
 -  WOOLSEY

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Developed by





June 11, 2018

RICK SHMURAK
TETRA TECH
1899 Powers Ferry Road SE
Suite 400
Atlanta, GA 30339

Attention: Mr. Shmurak

Subject: FDR Mix Designs
DIX LEE ON DRIVE
Fayette County, Georgia
NOVA Project Number 6118042

Dear Mr. Shmurak:

NOVA Engineering and Environmental, LLC (NOVA) has completed the authorized Full Depth Reclamation (FDR) Mix Designs for the above referenced project. The work was performed in general accordance with NOVA Proposal Number 003-10184788, dated April 30, 2018. The following is a summary of our field work and recommended FDR Mix Designs for Dix Lee On Drive in Fayette County, Georgia.

FIELD EXPLORATION

NOVA's field exploration consisted of performing five (5) 6- inch pavement cores at random locations along the existing roadway as approximated on the attached Core Location Map #1. No crushed base stone was encountered beneath the existing asphalt at any of our core locations. The existing pavement thickness ranged from 1 ¾ inches to 3 ¾ at our core locations, and the subgrade soils were generally described as silty fine sand.

Materials were removed to a depth of 10 to 12 inches from the existing pavement surface for the 6-inch FDR Mix Design. In general accordance with GDOT Special Provision 301 – Cement Reclaim Stabilized Base, the asphalt was crushed and blended with the GAB and subgrade soils for determination of the Mix Design.

Laboratory Work

The Maximum Dry Density (MDD) and optimum moisture (OM) of the blended subgrade materials were determined in general accordance with GDT 19. Then three (3) sets of three (3) compressive strength test specimens were prepared adding 11, 14 and 17% Portland cement by dry weights. The test specimens were then sealed in bags and moist-cured at ambient

temperatures for seven days. In general accordance with GDT 65, compressive strength testing was performed on each of the specimens. The average compressive strength results are shown on the following table:

Cement %	PSI
11	530
14	580
17	700

Based on our Laboratory results, the following are our recommendations for the proposed 6-inch depth FDR Design for the referenced streets of Dix Lee On Drive:

Maximum Dry Density Standard Proctor – **115.3 pcf @ 11.8%** moisture content

Moisture range during construction – **11.8 to 14.8%**


Recommended Minimum Cement Spread Rate – **+/-8% or 45 pounds per square yard**

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

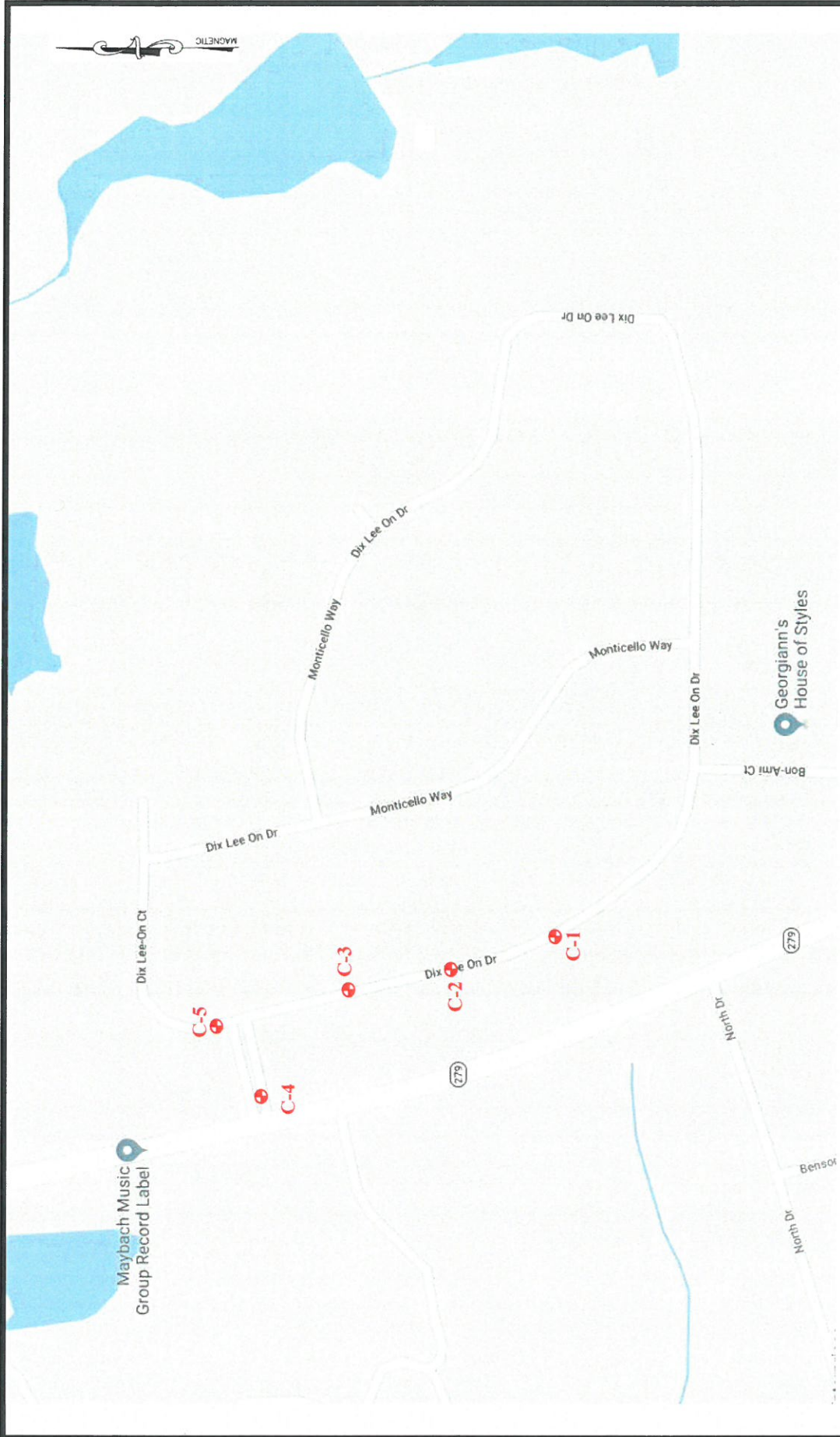
Sincerely,

NOVA Engineering and Environmental, LLC


Kimberly R. Lyons, Ph.D., E.I.T.
Project Engineer


Marc D. Johnson, P.E.
Principal

Copies Submitted: Addressee (electronic)



APPROXIMATE LOCATION OF NOVA TEST CORES

**FIGURE 1
CORE LOCATION PLAN**
SOURCE: Google Maps



Tetra Tech
Dix Lee On Drive
Fayetteville, Georgia
NOVA Project Number 6118042

**PRICING SHEET –
ITB #1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION**

DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE
MOBILIZATION	LS	1		\$
TRAFFIC CONTROL	LS	1		\$
MIX ASPHALT & SOILS	SY	4500	\$	\$
RE-MIX INCLUDING CEMENT	SY	4500	\$	\$
HAULING OFF EXCESS MATERIAL	LS	1		\$
REGRADE THE ROAD	LS	1		\$
CEMENT	TN	105	\$	\$
PRIME AND SAND OVER FDR	SY	6400	\$	\$

PROJECT NOT TO EXCEED AMOUNT:	\$
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NOTES:

1. All applicable charges and taxes shall be included in your bid prices, including but not limited to materials, installation, labor, and any other amounts. No additional charges will be allowed after the bid opening date and time.
2. All warranty and maintenance information shall be included in your submitted bid.

State Number of Days to Start Project after Notice to Proceed is issued: _____ Days.

State Number of Days to Complete Work after Start Date: _____ Days.

State Payment Terms _____.

COMPANY NAME: _____

ITB #1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION - REFERENCES

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.

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 _____

ITB #1535-B: DIX-LEE-ON FULL DEPTH RECLAMATION

COMPANY INFORMATION

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: _____

Email Address for Notification: _____

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