



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

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March 19, 2019

**Subject: Invitation to Bid #1653-B: Pavement Evaluation & Sign Inspection**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors to perform roadway pavement evaluation and sign inspection, 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](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Thursday, April 4, 2019.

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

Please send or deliver your bid to the following address:

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

Bid Number: 1653-B  
Bid Name: Pavement Evaluation & Sign Inspection

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

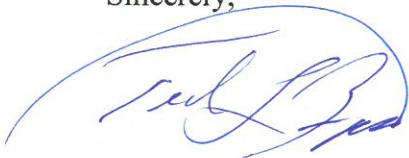
**Bids will be received at the above address until 3:00pm, Wednesday, April 10, 2019 in the Purchasing Department, Suite 204.** Bids will be opened at that time.

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

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.

Thank you for participating in this solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", with a large, sweeping flourish above the name.

Ted L. Burgess  
Director of Purchasing

TLB/tcb

**GENERAL TERMS AND CONDITIONS**  
**ITB #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

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 [https://fayettedcountyga.gov/purchasing/bids\\_and\\_proposals.htm](https://fayettedcountyga.gov/purchasing/bids_and_proposals.htm). 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 #1653-B, and
  - c. The “reference” which identifies the bid, which is “**Pavement Evaluation & Sign Inspections**”.

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. **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. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **Partial Award:** The County reserves the right to make award by evaluation/inspections, or by lump sum award. The award will be made in the best interest of the county. Bidders may restrict their bids to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the invitation to bid. Bidders who do not restrict consideration of their bids in this manner shall be expected to accept any portion of the bid awarded. The county reserves the right to award multiple contracts for the products or services sought by this invitation to bid.
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:** 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.
25. **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.
  - d. **Professional Liability (Errors and Omissions) Insurance:** \$1,000,000 limit per claim and aggregate.

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. **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, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.

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 #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

Company information – on the form provided \_\_\_\_\_

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

Pricing sheet \_\_\_\_\_

List of exceptions, if any – on the form provided \_\_\_\_\_

References – on form provided \_\_\_\_\_

Signed Addenda, if any \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_



**COMPANY INFORMATION**

**ITB #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

**COMPANY**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PROJECT CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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 #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 2019 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## **ITB #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

### **SCOPE OF WORK**

Unincorporated Fayette County maintains approximately 475 miles of asphalt paved roads and roadway signage. The County's current pavement management system utilizes MicroPaver (latest version) software and the streets were last assessed in spring of 2017. The Road Department did an internal sign inventory in 2013 with location data only that was used to generate a GIS layer. The purpose of this Invitation to Bid is to select a qualified firm to perform an inventory of roadway pavement conditions and a new inventory of all current sign locations and condition. The County reserves the right to make award by type of evaluation/inspection, or by lump sum award. The award will be made in the best interest of the County as listed in General Terms and Conditions 18.

The project will consist of the following activities:

#### **ROADWAY PAVEMENTS**

- Performing a pavement condition survey for the unincorporated roads in Fayette County. The developed ratings will be by the latest ATSM - D6433-18 standards using the Pavement Condition Index (PCI) and each road being broken down into segments by each cross streets.
- Each responder will need to state in their bid on the pricing sheet, if they will be performing a Walking or Vehicle Survey. Attach a brief summary of your approach in order for the County to verify the process meets ATSM standards.
- All data collection and inspections must be performed by qualified and trained personnel.
- Incorporate the new pavement condition survey into MicroPaver and work with the Road Department on how to use this data to prepare a five year budget forecast.
- Current MicroPaver database information will be available only to the successful contractor and will not be passed out during the bid process.
- The production of summary tables by both alphabetical and priority listing for the road system.
- A digital copy of the finalized database will be provided by the contractor in Microsoft Excel.
- Development of a technical report with tables and figures to summarize the condition of County roads and their recommended maintenance needs. This report shall contain all collected pavement data, pavement condition and recommended maintenance activities.
- Report should also forecast future pavement performance for each street segment.
- Consideration of different approaches for two different street classifications (Residential vs Internal Local, Major and Minor Collectors and Minor Arterial).



- Contractor will supply the County with the finalized paving data in the form of a geodatabase feature class, in addition to the excel file in order for the data to integrate with the County's GIS system.
- The County will supply GIS data for centerline file and parcel lines, if needed.
- The County will supply street functional classification, available historical street maintenance data and available existing pavement rating conditions.
- 475 centerline miles of roadway to be inspected is unincorporated streets owned by the County and doesn't include any dirt roads or private roads.
  - Minor Arterial – 28.60 centerline miles
  - Major Collector – 48.73 centerline miles
  - Minor Collector – 10.11 centerline miles
  - Internal Local – 5.33 centerline miles
  - Residential – 383.02 centerline miles
  - Estimated total number of roadway segments is around 2,200.
- Training is not included as an item in this bid.
- Responders must submit 3 similar projects completed in the state of Georgia in the past 3 years to be used as references. Similar jobs/projects outside of State of Georgia will also be accepted and considered.

### **SIGN INVENTORY AND INSPECTIONS**

- Perform a new inventory of all roadway signs located in the County's right-of-way, check retro-reflectivity and create a geodatabase feature class in addition to a shape file for the County's GIS system.
- Create an inventory consisting of existing roadway regulatory and warning signs. The signage inventory must include sign location (GPS coordinates), signage type (by MUTCD number), sign post type (metal or wood), size of sign, reflectivity and Photo image of each sign.
- An assessment of the roadway signage conditions which shall include a measurement of the sign's current retro-reflectivity.
- The report will include an excel workbook with spreadsheet listing all sign data and one listing signs with a failed rating.
- Signs located on Georgia State Routes and private roads are not included in this invitation to bid, only signs located on 475 centerline miles of paved streets and 50 centerline miles of dirt roads within unincorporated Fayette County.
- The existing sign inventory GIS data will be available to the awarded vendor, but for estimating purposes this data had 2,052 Object ID's with up to 3 signs on each object.
- The County will supply a signs geodatabase upon request by email to Trina Barwicks, Contract Administrator at: [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov).

The zipped file contains a geodatabase file to be used as a data collection template. The file itself doesn't contain any actual data. This geodatabase is comprised of the following:

)> 'Signs' features class containing 6 editable fields:

- Sign Code
- Reflectivity
- Pole Material
- Sign Height
- Sign Width
- Photo

)> 3 workspace domains:

- Dimensions
- Pole Type
- Sign Code

**PRICING SHEET**  
**ITB #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

DESCRIPTION	EST. QTY.	UNIT PRICE PER LINEAR MILE	EXTENDED PRICE
ROADWAY PAVEMENT INSPECTION AND GEODATABASE	475	\$	\$
INPUT INSPECTION RESULTS INTO MICROPAVER	1	\$	
FINAL REPORT WITH RECOMMENDATIONS	1	\$	\$
<b>PAVEMENT EVALUATION PRICE</b>			<b>\$</b>

DESCRIPTION	EST. QTY.	UNIT PRICE PER LINEAR MILE	EXTENDED PRICE
SIGN INSPECTION AND DATABASE IN EXCEL	525	\$	\$
SIGN DATA IN GEODATABASE WITH SHAPEFILE	1	\$	
FINAL REPORT	1	\$	\$
<b>SIGN EVALUATION PRICE</b>			<b>\$</b>

<b>PAVEMENT &amp; SIGN TOTAL PROJECT PRICE</b>	<b>\$</b>
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**NOTE:** All applicable charges shall be included in your total unit prices, e.g., equipment, labor, mobilization, fuel, etc. No additional charges will be allowed to be added after the bid opening.

STATE PAYMENT TERMS NET \_\_\_\_\_ DAYS.

ARE THE BID PRICES FOR A WALKING OR VEHICLE SURVERY? \_\_\_\_\_.

STATE NUMBER OF DAYS TO START PROJECT AFTER NOTICE TO PROCEED IS ISSUED \_\_\_\_\_ DAYS.

STATE NUMBER OF DAYS TO COMPLETE PROJECT AFTER START DATE ABOVE \_\_\_\_\_ DAYS.

**COMPANY NAME:** \_\_\_\_\_





**REFERENCES - ITB #1653-B: PAVEMENT EVALUATION & SIGN INSPECTION**

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** \_\_\_\_\_