

August 29, 2019

Subject: Invitation to Bid #1724-B: HA5 High Density Mineral Bond

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for providing and applying an estimated 94,173 square yards of HA5 high density mineral bond. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Ted Crumbley, in writing, via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00 pm, September 12, 2019.

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

Please return your response to the following address:

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

Bid Number: 1724-B
Bid Name: HA5 High Density Mineral Bond

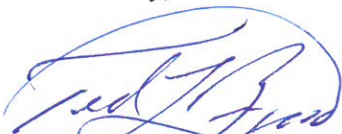
Your envelope *must* be sealed, and should show your company's name and address.

Bids will be received at the above address until 3:00 pm on September 19, 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 bids or emailed bids cannot be considered.

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

Sincerely,



Ted L. Burgess
Director of Purchasing

**Invitation to Bid #1724-B: HA5 Mineral Bond
GENERAL TERMS AND CONDITIONS**

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions 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 by the time and date specified in the cover letter issuing the invitation. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, 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 **#1724-B** and
 - c. The bid name, which is **HA5 Mineral Bond**

Mail or deliver one (1) original bid, 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: Buyer / Contracts Coordinator

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. 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:** This Invitation to Bid is issued for the provision and application of a specific brand-name road treatment product. Such identification is intended to be descriptive, 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. Products offered must meet required specifications, and must be of a quality which will adequately serve the use and purpose for which intended.
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. **Partial Award:** The county reserves the right to make award by item, by group of items, by any combination of items, 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.
20. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
21. **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).
22. **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.
23. **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.

24. **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.
25. **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.
26. **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

27. **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).

28. **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).
29. **Building Permits:** Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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.

Invitation to Bid #1724-B
HA5 High Density Mineral Bond

Introduction:

Fayette County, Georgia is seeking bids from qualified contractors to provide HA5 High Density Mineral Bond at the following locations:

- Brierfield Subdivision – Brier’s Ridge (6202 Square Yards Estimated), Ramblewood Drive (1185), Sunnybrook Drive (1565), Thistlewood Lane (2291), Thornehedge Drive (1145), Triple Creek Trail (5988) and White Tail Court (4783).
- Ellen’s Ridge Subdivision – Browning Court (455), Buckhorn Trail (7080), Ellen’s Ridge (1915), Redfield Trace (655), Revenna Trail (8502) and Winchester Court (494).
- Mountain Brook Subdivision – Mountain’s Edge (3144), Nesmith Court (3245), Sheridan Lane (1364), Swain’s Drive (6159) and Wilcox Court (709).
- Annelise Park Subdivision – Vinnings Walk (5217), Kirby Lane (4776), and Annelise Park Drive (6880).
- Trustin Lake Drive (2778).
- Havenbrooke Court (4235).
- Adams Park Drive (4264).
- Woosley Park Drive (9142).

Background:

- Brierfield Subdivision is a quiet community of 72 homes located off of Westbridge Road. This subdivision has only one entry/exit point off of Westbridge Road.
- Ellen’s Ridge Subdivision is a quiet community of 48 homes located in the northern portion of Fayette County off of Milam Road. This subdivision has two entry/exit points one off of Milam Road and one off of Coastline Road.
- Mountain Brook Subdivision is a quiet community of 61 homes located off of Redwine Road. This subdivision has only one entry/exit point off of Redwine Road.
- Annelise Park Subdivision is a quiet community of 70 homes located west of Fayetteville off of Flat Creek Trail. This subdivision has two independent group of homes each with a single entrance off of Flat Creek Trail.
- Trustin Lake Drive is a quiet community of 8 homes located off of Sandy Creek Road. This road has only one entry/exit point off of Sandy Creek Road.
- Havenbrooke Court is a quiet community of 17 homes located off of Sun Road. This road has one entry/exit point off of Sun Road.
- Adams Park Drive is a quiet community of 12 homes located off of Adams Road. This road has only one entry/exit point off of Adams Road.
- Woolsey Park Drive is a quiet community of 14 homes located off of Hampton Road. This road has only one entry/exit point off of Hampton Road.

The specifications can be found below:

- The successful contractor shall provide two coats of HA High Density Mineral Bond to an estimated 94,173 SY.
- Contractor will clean and crack seal all pavement before HA5 installation. This includes remove plant materials from cracks, edges and joints and blow cracks with compressed air.
- Contractor must warranty their work for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear.
- Final mat appearance will have no runoff onto concrete curbs and shoulders, no streaking, no light spots and no de-bonding due to road contaminants.
- Mineral Bond will be placed only in appropriate weather that will allow it to dry and have traffic back on the new treated surface no longer than 8 hours.
- Contractor will meet with the County and with each Subdivision homeowners boards (HOA) to agree upon a construction schedule and road closure plan
- Contractor will be responsible for all traffic control during the project
- Contractor will be responsible for transportation of residents from their homes to a designated parking area during the drying stage
- Each subdivision HOA will provide the contractor a list of garbage companies that are being used by the subdivision for contractor to coordinate with
- Contractor will prepare and distribute a flyer to the affected residents with contact numbers to request transportation 3 days in-advance of the project beginning
- County will supply a general information letter to the affected residents of the project 7 days in advance of the project

PRICING SHEET
ITB #1724-B: HA5 HIGH DENSITY MINERAL BOND

DESCRIPTION	UNIT OF MEASURE	EST QTY	UNIT PRICE	EXTENDED PRICE
HIGH DENSITY MINERAL BOND	SQUARE YARD	94,173	\$	\$
CRACK SEAL	MILE	6.7	\$	\$
MOBILIZATION & TRAFFIC CONTROL	LUMP SUM	1		\$

TOTAL BID AMOUNT:	\$
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NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

State length and nature of your warranty: _____

State number of days required to start project after Notice to Proceed is issued:
 _____ Days.

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
1724-B HA5 High Density Mineral Bond

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 _____, _____, 201__ 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 _____, 201 _____.

NOTARY PUBLIC

My Commission Expires:

Invitation to Bid #1724-B: HA5 High Density Mineral Bond

COMPANY INFORMATION

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: _____

REFERENCES

ITB #1724-B: HA5 HIGH DENSITY MINERAL BOND

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

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

INVITATION TO BID #1724-B: HA5 HIGH DENSITY MINERAL BOND

Company Information form _____

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

Bid Bond _____

Pricing sheet _____

Exceptions, if any _____

References form _____

Signed addenda, if any are issued _____

COMPANY NAME: _____