



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

To: Steve Rapson

Through: Ted L. Burgess

From: Sherry White

Date: July 22, 2021

Subject: Contract #1938-B: West Fayetteville Path from SR 54 to CS 894 Lester Road

The City of Fayetteville desires to construct a multi-use bridge and accompanying path system in the vicinity of the Piedmont Fayette Hospital (Attachment 1), to be funded by federal funds through the Atlanta Regional Commission's Transportation Alternatives Program.

The county has earned Qualification Certification to administer federal aid projects, and meets the eligibility requirements in the Locally Administered Project Manual of the Georgia Department of Transportation (GDOT). On April 17, 2014 the County and City of Fayetteville executed an Intergovernmental Agreement (IGA) authorizing the County to administer the project (Attachment 2). The IGA obligates the City to pay any project costs not covered by federal funds, and makes the City responsible for execution of the project.

One of the duties of the County in administering the project is to procure a General Contractor for project construction. Toward this end, the Purchasing Department issued Invitation to Bid #1938-B. Notice was emailed to 18 companies. Another 1,217 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91226 (Construction, Hike & Bike Trail), 91252 (Maintenance & Repair, Hike & Bike Trail), 91395 (Paving & Resurfacing, Highway and Road), 91396 (Paving & Resurfacing, Streets, Major & Residential), 75062 (Permanent Metal Deck Forms (PMDf) for Bridge Deck), 91313 (Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation), 91347 (Construction, Sidewalk and Driveway), 91366 (Maintenance and Repair, Bridges), 91367 (Maintenance, Repair, and Operation of Drawbridges) and 92513 (Bridge Engineering). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the Fayette County Website and Channel 23. In compliance with Federal requirements, 20 small, minority, and women-owned businesses were notified from the list maintained by the Small Business Administration.

Six (6) companies submitted bids (Attachment 3). Public Works recommends awarding to the low bidder, Piedmont Paving, Inc., for the not-to-exceed sum of \$3,967,499.09. At its meeting of July 15, 2021 the Fayetteville City Council adopted a resolution which ratifies the County's award of the contract (Attachment 4). As indicated above, the City will pay all construction costs, and federal funds will reimburse the City's qualifying expenses. The City will have sole responsibility for processing contractor invoices, and will receive federal reimbursement funds directly from GDOT.

A Contractor Performance Evaluation is attached for previous contracted work done by Piedmont Paving (Attachment 5).

Specifics of the proposed contract are as follows:

Contract Name	#1938-B: West Fayetteville Path from SR 54 to CS 894 Lester Road
Contractor	Piedmont Paving, Inc.
Not-to-Exceed Amount	\$3,967,499.09 80% federal funds, 20% City of Fayetteville match
Budget	No budget impact – Funds to be budgeted & paid by City of Fayetteville



Path and bridge alignment for GDOT PI 012878
City of Fayetteville's Hospital Area, Multi-Use Path and Bridge Project

INTERGOVERNMENTAL AGREEMENT
FOR THE ALLOCATION OF AWARDED FUNDS FROM THE TRANSPORTATION
ALTERNATIVES PROGRAM

This Agreement is made by and entered into this 17th day of April, 2014 by and between FAYETTE COUNTY, a political subdivision of the State of Georgia and CITY OF FAYETTEVILLE, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", each of whom has been duly authorized to enter into this Agreement to provide for the distribution of federal funds awarded through the Atlanta Regional Commission's (ARC) Transportation Alternatives Program (TAP).

WHEREAS, Fayette County, on behalf of the City, applied for and received an award from ARC for TAP funds to assist with the design and construction of a multi-use bridge and accompanying path system (the Project); and

WHEREAS, Fayette County has applied for and received "Qualification Certification" to administer federal aid projects and meets the eligibility requirements set forth in the Locally Administered Projects (LAP) Manual; and

WHEREAS, Fayette County and the City both realize that time is of the essence with TAP funds and seek to initiate the Project without undue delay; and

NOW THEREFORE, in consideration of the conditions as hereinafter provided, Fayette County and the City hereby agree as follows:

GENERAL

1. As the Project sponsor, Fayette County agrees to receive the awarded federal funds from GDOT for the Project and distribute said funds within 14 calendar days to the City for work completed and submitted in accordance with the terms and conditions specified in the Project Framework Agreement (PFA) between Fayette County and GDOT. A copy of the PFA is provided as **Attachment A** for reference.
2. The City shall be fully responsible for execution of the Project including preliminary engineering, right of way acquisition, and construction costs.
3. The City shall be fully responsible for payment of all local funding match requirements specific to the Project, as well as potential repayment of any expended federal funds if the Project does not proceed forward due to a lack of available funding in future Project phases, change in local priorities or cancellation of the Project by the City without concurrence by GDOT.

SCHEDULE

4. Time is of the Essence. Fayette County and the City agree to adhere to the schedule of activities provided in the PFA and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the City shall notify the County in writing of the proposed schedule change. If both concur, Fayette County shall then request approval of the change from GDOT, who will acknowledge the change through written

response letter; provided that GDOT shall have final authority for approving any change. GDOT may delay Project implementation if the City does not produce acceptable deliverables in accordance with the Project schedule.

INDEMNIFICATION

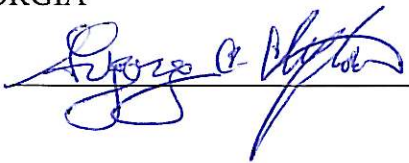
To the fullest extent permitted by law, the City agrees to hereby and does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the County that arise out of, or result from, the performance of the Work, which are not incurred or suffered due to the negligence of the County.

IN WITNESS THEREFORE, parties have hereunto set their hands and affixed their seals the day and year as first above written.

. {Signatures Appear on the Following Page}

CITY OF FAYETTEVILLE,

GEORGIA


BY: 

(SEAL)

Attest:



FAYETTE COUNTY, GEORGIA

BY: 

(SEAL)

Attest:





ATTACHMENT A

Framework Agreement between the Georgia Department of Transportation
and FAYETTE County for PI 0012878

Invitation to Bid #1938-B
West Fayetteville Path from SR 54 to CS Lester Road

COMPANY NAME	BID PRICE
KIEWIT INFRASTRUTURE SOUTH CO.	\$5,688,431.20
JHC CORPORATION	\$5,460,391.39
SOUTHEASTERN SITE DEVELOPMENT, INC.	\$4,734,394.00
CMES, INC.	\$4,365,614.45
ASTRA GROUP, LLC	\$4,260,000.00
PIEDMONT PAVING, INC.	\$3,967,499.09

RESOLUTION

R--21

WHEREAS, on April 17, 2014, the City of Fayetteville (the City) entered into an IGA with Fayette County to define the roles and responsibilities for administering the GDOT funds associated with the TAP program under project “PI 0012878”, also known as the hospital area, multi-use path and bridge project; and

WHEREAS, the City has invested significantly in the preliminary engineering and right-of-way acquisition phases of this project over the last seven years and passed all project audits conducted by GDOT; and

WHEREAS, the City will continue to pay all contractor invoices associated with the project, and will seek reimbursement for 80% of the project costs through the TAP program; and has allocated and committed funding for the City’s 20% local match of the construction phase of this project through the current SPLOST;

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby concur with the recommendation to the Fayette County Board of Commissioners to award the construction contract for the hospital area multi-use path and bridge (PI 0012878) to Piedmont Paving Inc. in the amount of \$3,967,499.09

SO RESOLVED, this ____ Day of _____, 2021.

Edward J. Johnson, Jr., Mayor

Attest:

Anne Barksdale, City Clerk

Darryl Langford, Mayor Pro Tem

T. Joe Clark, Councilmember

Richard J. Hoffman, Councilmember

Paul C. Oddo, Jr., Councilmember

Scott Stacy, Councilmember

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

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1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Piedmont Paving	Contract Number: 1639-B
Mailing Address: 1226 Highway 16 East	Contract Description or Title: Morning Dove Drive Culvert Replacement
City, St, Zip Code: Newnan, GA 30263	Contract Term (Dates) From: 2/22/2019 To: Completion
Phone Number: 678-317-0586	Task Order Number: NA
Cell Number:	Other Reference: Project 17SAJ
E-Mail Address: scott@piedmontpaving.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

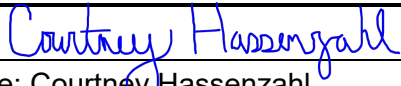
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 7/7/2021
Print Name: Courtney Hassenzahl	Department/Division: Environmental Management
Title: Assistant Director	Telephone No: 770-305-5410

