



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

July 8, 2022

Subject: Invitation to Bid #2135-B: Lakeview Lane Culvert Replacement

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for replacing a failing and deteriorating 48-inch corrugated metal pipe under Lakeview Lane with a 48-inch Reinforced Concrete Pipe and headwalls. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Natasha M. Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Thursday, July 28, 2022.**

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: **2135-B**

Bid Name: **Lakeview Lane Culvert Replacement**

Utility Contractor Number: _____

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

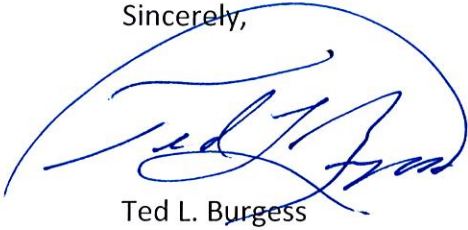
Bids will be received at the above address until 3:00 p.m., Friday, August 5, 2022, in the Purchasing Department, Suite 204. Bids will be opened at that time.

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 website, 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.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, loopy blue oval that serves as a background for the signature.

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
ITB #2135-B: Lakeview Lane Culvert Replacement

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:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening until the date of contract award, unless the bidder takes exception to this provision in writing.
4. **Bidder's Questions:** -As appropriate, 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 or your designated subcontractor has completed within the past five years that are of the same or similar nature to the work described in this Invitation to Bid on the Contract Experience form provided. Include all information as requested on the form provided.
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 #2135-B, and
 - c. The bid name, which is **Lakeview Lane Culvert Replacement**.

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

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

Bid Number: **#2135-B**

Bid Name: **Lakeview Lane Culvert Replacement**

Utility Contractor Number: _____

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. **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.
19. **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).

20. **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.
21. **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.

22. **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.
23. **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.

24. **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

- 25. **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).
- 26. **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).
- 27. **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.
- 28. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.

29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
30. **Indemnification:** The Contractor shall 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.
31. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
32. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
33. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
34. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

35. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
36. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
37. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
38. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
39. **Records Retention:** The Contractor shall retain all records pertaining to the contract for three years after the County makes final payments to the Contractor, and all other pending matters are closed.
40. **Breach of Contract:** In the event that the Contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the county will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day time, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible bylaw.
41. **Preconstruction Conference:** There shall be a preconstruction conference for this project with, at a minimum, Fayette County, Contractor, selected firm, utilities, testing agency, and Design Engineer.
42. **Testing and Suppliers:** All testing shall meet the requirements outlined in the GDOT Sampling, Testing and Inspection Guide. Contractors shall use suppliers on the appropriate GDOT Qualified Products List.

INTRODUCTION

ITB #2135-B: Lakeview Lane Culvert Replacement

Fayette County is soliciting Bids from Georgia Department of Transportation (GDOT) prequalified Contractors experienced with culvert and roadway construction. The location of this project is near 150 Lakeview Lane in Fayette County, GA.

The existing 48-inch corrugate metal pipe (CMP) has deteriorated, and the intent of this work is to replace the structure with a 48-inch reinforced concrete pipe with headwalls and wingwalls. The project scope also includes, but is not limited to, clearing and grubbing, excavation, earthwork, erosion and sediment control, demolition, asphalt paving, and traffic control.

In addition, the Contractor is responsible for performing waterline relocation within the project limits as shown in the plans (Exhibit 1). The waterline infrastructure is owned and operated by Fayette County Water System. For all other utilities, the Contractor is responsible for coordinating relocations with each utility owner. The Contractor shall also be responsible for obtaining and complying with all applicable permits and regulations (federal, state, and local).

All work is to be performed within the exiting County-owned Right-of-Way, as shown on the project plans.

This project is fully funded through Fayette County's 2017 Special Purpose Local Options Sales Tax (SPLOST).

FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS

ITB #2135-B: Lakeview Lane Culvert Replacement

- A. **Reference and Incorporation of GDOT Specifications** - Unless noted otherwise in this Invitation to Bid (ITB), the Georgia Department of Transportation's Standard Specifications Construction of Transportation Systems, 2021 Edition are incorporated by reference into the Project Manual and contract documents. All work shall be performed in accordance with the GDOT specifications, and all pay items shall be measured and evaluated in accordance with the specifications. They shall supersede all other specifications unless more stringent requirements are listed.

It is the responsibility of the Contractor to be familiar with these specifications before bidding and to adhere to them during construction. Copies of the documents can be obtained from the GDOT website.

- B. **Schedule** – Time is of the essence. The project shall commence within ten (10) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall be completed within **90 Calendar Days** of the Contractor receiving the NTP from Fayette County. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.

The Contractor shall furnish the County, for approval, a progress schedule immediately following the receipt of the Notice to Proceed. No payments will be made to the Contractor while delinquent in the submission of a progress schedule or a revised progress schedule.

- C. **County Holidays** – The Contractor shall not work on a County Holiday unless written approval is provided by Fayette County at least three days prior to the Holiday. The 2022 Holiday Schedule is available on the County's website: https://fayettecountyga.gov/information/county_holidays.htm

- D. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Saturday and between the hours of 7:00 AM and 7:00 PM. Work on Sunday's may be approved with prior written approval from the County.

- E. **Contractor Staging** – No staging area is provided by Fayette County for the project beyond the existing right of way. Contractor staging shall not interfere with access to driveways or traffic on public roads.

- F. **Permits and Licenses** – Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.
- G. **Contractor Supervision and Work Coordination** – The Contractor shall supervise and direct the work. He/she shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, including traffic control. The Contractor shall employ and maintain onsite a qualified supervisor or superintendent who will be designated in writing by the Contractor as the Contractor's site representative. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the work.
- H. **Prequalification of Bidders** – The Prime Contractor shall be prequalified with the Georgia Department of Transportation (GDOT) at a minimum in Work Class 500 or 550. In addition, the following are required:
1. The Contractor (Prime or subcontractor) installing storm pipe shall be GDOT prequalified in Work Class 550 – Storm Drain Pipe; and
 2. The Prime Contractor and/or subcontractors to the Prime shall be Prequalified or registered in Work Class 150 – Traffic Control.
 3. The Contractor working on the water line(s) shall be a licensed utility contractor in the State of Georgia.
 4. The Contractor conducting the testing shall be GDOT Prequalified in the Soils, Foundation & Materials Testing area class(es).

The bid package shall include a list of all companies comprising the project team (Prime and Subcontractor(s)) and documentation demonstrating the above item is satisfied. Failure to provide the documentation may result in the bid being disqualified.

- I. **Section 102 Bidding Requirements and Conditions** – This section of the GDOT Specifications shall not apply for this ITB.
- J. **Section 103 Award and Execution of Contract** – This section of the GDOT Specifications shall not apply for this ITB.
- K. **Section 105.06 Cooperation with Utilities** - The County will notify all utility companies affected of Award of the Contract and will assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures within or adjacent to the limits of construction.

It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work.

- L. **Section 105.09 Authority and Duties of the Resident Engineer** – The Resident Engineer shall be designated by Fayette County.
- M. **Section 105.10 Duties of the Inspector** – Inspectors may be employed by Fayette County or Fayette County's designated Engineer.
- N. **Section 106 Control of Materials** – The materials used in the work shall meet all quality requirements of the Contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished Work have been completed and evaluated. All materials will be inspected and tested before incorporation into the work. Samples will be taken by the Contractor's third-party qualified representative.

For certain products, assemblies, and materials, in lieu of normal sampling and testing procedures by the Contractor, the Engineer may accept from the Contractor the manufacturer's certification with respect to the product involved, under the conditions set forth in Subsection 106.05.

- O. **Section 107 Legal Regulations and Responsibility to the Public** - The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the roadway. The Contractor shall be responsible for all sheet piling, shoring, underpinning, etc., as may be required for the protection of abutting property, nearby buildings, and streets.

Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing, and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris are removed in order to provide a neat and pleasing appearance.

- P. **Section 108.08 Failure or Delay in Completing Work on Time** - Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete the Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Contract Amount		Daily Charges
For More Than	To and Including	Calendar Day or Completion Date
\$---	\$50,000	\$950
\$50,000	\$250,000	\$960
\$250,000	\$500,000	\$1,240
\$500,000	\$2,500,000	\$1,660
\$2,500,000	\$5,000,000	\$2,700
\$5,000,000	\$10,000,000	\$3,400

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the County and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications as written in Section 108 Prosecution and Progress. In the event of a conflict the more stringent shall apply.

- Q. **Section 150 Traffic Control** - The Contractor shall prepare and submit a Temporary Traffic Control Plan for review and approval by Fayette County prior to mobilization. The Plan shall include information on lane closures, access to private property, etc. Access to homes shall be maintained at all times. All signs, pavement markings, etc. shall be in accordance with the MUTCD.

The Contractor shall designate a qualified Worksite Traffic Control Supervisor (WTCS) who shall be responsible for administering the traffic control Plan according to the Contract. No Work shall begin on any phase of the Project unless the appropriate traffic control devices have been placed according to the Contract requirements.

- R. **Section 161 Control of Soil Erosion and Sedimentation** - This Work includes using best management practices (BMPs) as required in the current edition of the Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control in Georgia.
- S. **Section 201 Clearing and Grubbing Right-of-Way** - This work includes clearing, grubbing, removing, and disposing of vegetation and debris within the entire Right-of-Way within the Limits of Disturbance as shown on the plans (Exhibit 1).
- T. **Section 207 Excavation and Backfill for Minor Structures** – This work includes excavating, backfilling, or disposing of materials required to install a bridge culvert, box culvert, pipe, arch culvert, headwall and retaining wall according to the specifications, the plans, and the Engineer.

Backfill with Type I or Type II material to the proper subgrade elevation. It should be assumed that the excavated material is not suitable for re-use. Dispose of surplus and unsuitable materials as directed by the Engineer. Contractor pricing shall include cost for material and installation of imported fill.

- U. **Section 522 Shoring** - This work consists of furnishing, placing, maintaining, and removing all materials and equipment required for shoring as shown on the Plans and as described in other Special Provisions. It also includes all incidentals and additional work related to shoring.

Ensure that shoring is structurally adequate to withstand forces including the following:

- Forces and pressures resulting from excavation;
- Forces and pressures of surcharge loads from adjacent structures, roadbeds, tracks, slopes, and equipment.

- V. **Section 700 Grassing** - Furnish and install sod in all disturbed areas according to Subsection 700.3.05.H. On slopes steeper than 3:1, sod shall be anchored with pins or other approved methods.
- W. **Workmanship Guarantee** – The Contractor shall warranty and guarantee all materials supplied, equipment furnished, and work performed to be free from defects (resulting from faulty materials supplied or workmanship) for a period of twelve (12) months from the date of Substantial Completion.

The Owner will give notice of observed defects with reasonable promptness and the Contractor shall have 30 days to address the issue(s). If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. If different

guarantees or warranties are required in the technical specifications for specific items, then the more stringent (i.e., longer) apply.

- X. **As-Built Survey** - The Contractor shall provide a third-party as-built survey. The survey shall be stamped by a Register Land Surveyor (RLS) licensed in the state of Georgia and include, at a minimum, the following information:

1. Up- and down-gradient invert elevations, pipe diameter, pipe length, and slope;
2. Extent and elevation of Rip Rap;
3. Extents, size, and material of newly installed waterline and valves; and
4. Paving limits.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications for the installation of storm pipe. In the event of a conflict the more stringent standard shall apply.

- Y. **Special Allowance** – Due to the nature of the project and the potential for unforeseen conditions, it is anticipated that some additional work or modification to the scope may be required. A **\$15,000.00** Allowance is to be included in the Base Bid, to be used to cover Claims (Section 105.13), Extra Work (Section 109.05), and Samples and Tests (Section 106.03). The procedures for submitting such requests are documented in the referenced Sections. If approved by the County Administrator, the amount of the Claim or Extra Work will be deducted from the Allowance. Requests greater than the amount available in the Allowance category will require approval from the Fayette County Board of Commissioners. Any allowance remaining unused at the end of the project will be deducted from the Contract amount by a Contract Amendment.

Checklist of Required Documents

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

ITB #2135-B: Lakeview Lane Culvert Replacement

Company information – on the form provided

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

Contract Experience Form – on form provided

Bid Price Sheet*

Georgia Dept. of Transportation Prequalification Contractors &
Subcontractors Table

Bid Bond*

List of exceptions, if any – on the form provided

Copy of Georgia Utility Contractor's License

Addenda, if Any

***FAILURE TO EXECUTE AND RETURN THIS DOCUMENT WILL MAKE THE BID NON-RESPONSIVE
AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

COMPANY NAME: _____

COMPANY INFORMATION
ITB #2135-B: Lakeview Lane Culvert Replacement

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2135-B: Lakeview Lane Culvert

Replacement

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 _____, _____, 2022 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 _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

CONTRACT EXPERIENCE FORM
ITB #2135-B: Lakeview Lane Culvert Replacement

Please list three (3) stormwater infrastructure projects that include similar roadwork within the last five years. Projects of similar size are preferable. State whether this is prime or subcontractor's work.

Project 1

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

Project 2

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

COMPANY NAME _____

CONTRACTOR EXPERIENCE FORM – continued
ITB #2135-B: Lakeview Lane Culvert Replacement

Project 3

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

COMPANY NAME _____

BID PRICE SHEET
ITB #2135-B: Lakeview Lane Culvert Replacement

BID ITEM	TASK DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1.00	LS		
2	TRAFFIC CONTROL	1.00	LS		
3	EROSION CONTROL	1.00	LS		
4	WATERLINE RELOCATION	1.00	LS		
5	CLEARING & GRUBBING	1.00	LS		
6	EXCAVATION / DEMOLITION	1.00	LS		
7	CULVERT CONSTRUCTION	1.00	LS		
9	ROADWAY CONSTRUCTION	1.00	LS		
11	CONSTRUCTION MATERIALS TESTING & INSPECTIONS ALLOWANCE	1.00	LS	\$ 15,000.00	\$ 15,000.00
TOTAL BID PRICE					

COMPANY NAME _____

BIDDER QUALIFICATIONS
ITB #2135-B: Lakeview Lane Culvert Replacement

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

1. Identify the Subcontractors. The Prime Contractor and/or Subcontractors shall be GDOT prequalified in GDOT work class areas as defined elsewhere in these Fayette County Terms & Conditions. *Provide a completed "Georgia Department of Transportation (GDOT) Prequalification Contractors and Subcontractors Table".*
2. Company contact information. *Provide a completed "Company Information Form".*
3. The Contractor and/or the designated Subcontractors shall have, within the past five years, successfully completed at least three stormwater infrastructure projects that include similar roadwork. *Provide a completed "Contractor Experience Form" demonstrating the requested experience.*

GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) PREQUALIFICATION
CONTRACTORS AND SUBCONTRACTORS TABLE
ITB #2135-B: Lakeview Lane Culvert Replacement

WORK CLASS	DESCRIPTION	GDOT VENDOR NAME	GDOT VENDOR ID
150	Traffic Control		
500	Concrete Structures		
550	Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe		

The Prime Contractor shall be Prequalified, at a minimum, in Work Class 500 or 550.

List below any other subcontractors, by company name and address, which may be used on the project for work in areas beyond those identified above.

Prior to issuing the Notice to Proceed, the Prime Contractor shall provide to Fayette County, for review and approval, GDOT Form DOT 485 for all subcontractors anticipated to be used on the project. Include documentation of their status as a prequalified contractor or registered subcontractor for each of the required work area classes not satisfied by the Prime.

If needed, GDOT Form DOT 485 shall be also be used to request a change to a subcontractor over the course of the project.

ITB #2135-B: Lakeview Lane Culvert Replacement

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

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COMPANY NAME _____