



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

September 26, 2022

Subject: Invitation to Bid #2172-B: Inman Road Culvert Replacement

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for replacing a culvert on Inman Road. 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, October 13, 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: 2172-B

Bid Name: Inman Road Culvert Replacement

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., Thursday, October 20, 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,

Ted L. Burgess

Director of Purchasing

SPECIFICATIONS INMAN ROAD CULVERT REPLACEMENT Fayette County, GA

Fayette County Project Number: 20SAD Invitation to Bid 2172-B

Prepared For:
Fayette County Environmental Management
140 Stonewall Ave. West, Suite 203
Fayetteville, GA 30214

Prepared By:



3500 Parkway Lane, Suite 500 Peachtree Corners, Georgia 30092 678.336.7740 www.pondco.com

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CHECKLIST OF DOCUMENTS TO RETURN

ITB #2172-B: Inman Road Culvert Replacement

Return this checklist and the documents in order as listed below with your submittal.

| Company Information – on the provided form | |
|--|------------|
| Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) | |
| Bid Tabulation Sheet* | |
| Bid Bond* | |
| Contractor Experience – on the provided form | |
| GDOT Prequalification Table and Documentation* | |
| List of Exceptions, if any – on the provided form | |
| Addenda, if any are issued | |
| | |
| *FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUA | LIFICATION |
| | |
| COMPANY NAME: | |

INTRODUCTION

ITB #2172-B: Inman Road Culvert Replacement

Fayette County is soliciting Bids from Georgia Department of Transportation (GDOT) prequalified Contractors experienced with installation of drainage structures, grading, and paving. The project location is near 448 Inman Road in Fayette County.

The project consists of replacing double 96-inch corrugated metal pipes conveying a creek below Inman Road with 56 linear feet of double 8-foot x 8-foot concrete box culvert. The culvert and headwalls are entirely contained within the County right-of-way. Some work is required on adjacent private properties. Temporary and permanent construction easements have been acquired for the work outside of the right-of-way.

Fayette County will provide construction oversight for the project.

FAYETTE COUNTY GENERAL TERMS AND CONDITIONS ITB #2172-B: Inman Road 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 has done that are of the same or similar nature to the work described in this invitation to bid on the Contractor Experience 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 2172-B, and
 - c. The bid name, which is Inman Road 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 Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Bid Number: 2172-B

Bid Name: Inman Road Culvert Replacement

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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
- **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 readvertise 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 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.

FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS ITB #2172-B: Inman Road 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, most recent edition is 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. Fayette County is owner of the project and shall serve as the administrator of the Contract in lieu of "The Department.". Copies of the documents can be obtained from the GDOT website.

- B. Schedule The project shall commence within ten (10) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall be substantially complete within 90 calendar days of the Contractor receiving the NTP from Fayette County. The project shall reach final completion within 135 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.
- **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 County 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.** Toilet Facilities Provide toilet facilities that meet local sanitary codes. Provide consumable and non-consumable goods (toilet paper, paper towels, hand soap) for the life of the project.
- **F.** Water System Impacts Water supply must be protected and maintained throughout the life of the project. The Contractor shall pot-hole to verify the location of the 36-inch water main prior to construction and maintain the required 6-foot buffer, as shown on the plans, at all times.
- **G. Contractor Staging** No staging area is provided by Fayette County for the project beyond the acquired right of way and easements for the project. Contractor staging shall not interfere with traffic on County roads.

H. Prequalification of Bidders – The Prime Contractor and/or subcontractors to the Prime, shall be prequalified with the Georgia Department of Transportation (GDOT) in the following work area classes:

| Class | Description |
|-------|---|
| 150 | Traffic Control |
| 310 | Graded Aggregate Construction |
| 400 | Hot Mix Asphaltic Concrete Construction |
| 500 | Concrete Structures |
| 513 | Precast Reinforced Concrete Box Culverts, Barrel Sections, and End Sections |

In addition to the prequalification requirements, the Prime Contractor shall self-perform at least 30 percent of the contract, as determined by invoice amounts and be GDOT prequalified or registered in Work Class 500 or 513.

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

- I. 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.
- **J. 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 shall give notice of observed defects with reasonable promptness and the Contractor shall have 45 calendar 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.

- **K. As-Built Survey** The Contractor shall provide an as-built survey. The survey shall be stamped by a third party Registered Land Surveyor (RLS) licensed in the state of Georgia and include, at a minimum, the following information:
 - 1. Up- and down-gradient invert elevations, culvert size, length, and slope;
 - 2. Extent and elevation of Rip Rap;
 - 3. Guardrail length; and
 - 4. Paving limits.

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

- L. Special Allowance Due to the nature of the project and the potential for unforeseen conditions, it is possible that some additional work or modification to the scope may be required. A \$45,000 Allowance is to be included in the Base Bid, to be used to cover Claims (Section 105.13) or Extra Work (Section 109.05) with prior written approval from Fayette County. The procedures for submitting such requests are documented in the referenced Sections. If approved, 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 Contract Amendment.
- M. Section 102 Bidding Requirements and Conditions This section of the GDOT Specifications shall not apply for this ITB.
- N. Section 103 Award and Execution of Contract This section of the GDOT Specifications shall not apply for this ITB.
- O. Section 105.09 Authority and Duties of the Resident Engineer The Resident Engineer shall be designated by Fayette County.
- **P. Section 105.10 Duties of the Inspector** Inspectors may be employed by Fayette County or Fayette County's designated Engineer.
- **Q. Section 106.11 Field Laboratory** A field laboratory is not required.
- R. 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.

S. Section 150 Traffic Control - The Contractor shall prepare and submit a Detour and Traffic Control Plan for review and approval by Fayette County prior to mobilization. The Plan shall include information on road closures, lane closures, detours, 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.

Full road closure shall be limited to a period of **45 consecutive calendar days**. The full road closure must be supported with an approved Road Closure Permit, detour plan, and a minimum of two (2) weeks advance notice from the contractor. As noted on the plans, changeable message signs, informing motorists of the road closure shall be installed a minimum of two weeks prior to the road closure.

- **T. 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.
- **U. Section 201 Clearing and Grubbing Right-of-Way** This work includes clearing, grubbing, removing and disposing of vegetation and debris within the acquired Right-of-Way and easements within the Limits of Disturbance as shown on the plans.
- V. 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. Backfill with Type I or Type II material to the proper subgrade elevation. It should be assumed that the excavated material may 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.
- **W. 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 should be anchored with pins or other approved methods.

BID TABULATION SHEET ITB #2172-B: Inman Road Culvert Replacement

| Item No. | Description | Estimated Quantity | Unit | Bid Price |
|-------------|---|--------------------|------|--------------|
| 1 | Mobilization | 1.00 | LS | \$ |
| 2 | Traffic Control | 1.00 | LS | \$ |
| 3 | Erosion Control | 1.00 | LS | \$ |
| 4 | Clearing & Grubbing | 1.00 | LS | \$ |
| 5 | Excavation & Demolition | 1.00 | LS | \$ |
| 6 | Culvert Construction | 1.00 | LS | \$ |
| 7 | Roadway Construction | 1.00 | LS | \$ |
| 8 | Miscellaneous Concrete Work | 1.00 | LS | \$ |
| 9 | Allowance | 1.00 | LS | \$ 45,000.00 |
| | Inman Road Culvert Replacement Total Lump Sum Base Bid (Items 1 through 9) | | | s |

| COMPANY NAME: |
|---------------|
|---------------|

BIDDER QUALIFICATIONS ITB #2172-B: Inman Road 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. Company information. Provide a completed "Company Information Form".
- 2. Identify the project team. 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 "GDOT Prequalification Table"*.
- 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.*

COMPANY INFORMATION ITB #2172-B: Inman Road 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: |
| |
| C. PROJECT CONTACT PERSON |
| Name: |
| Title: |
| Phone Number: |
| E-mail Address: |

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

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 | 2172-B Inman Road Culvert Replacement Name of Project |
| Fayette County, Georgia Name of Public Employer | |
| I hereby declare under penalty of perjury that the foreg | oing 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: | |

Project 1

CONTRACTOR EXPERIENCE FORM ITB #2172-B: Inman Road Culvert Replacement

| Project Name | |
|-------------------------|--|
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |
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| | |
| Project 2 | |
| Project Name | |
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |

CONTRACTOR EXPERIENCE FORM - continued ITB #2172-B: Inman Road Culvert Replacement

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| Project Name | |
|-------------------------|--|
| Project Location | |
| Owner Name | |
| Owner Telephone & Email | |
| Date of Award | |
| Date of Completion | |
| Contract Amount (\$) | |
| Project Description | |
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GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) CONTRACTORS AND SUBCONTRACTORS PREQUALIFICATION TABLE

ITB #2172-B: Inman Road Culvert Replacement

| WORK CLASS | DESCRIPTION | GDOT VENDOR NAME | GDOT VENDOR ID |
|---------------|---|---------------------|----------------------|
| 150 | Traffic Control | | |
| 310 | Graded Aggregate Construction | | |
| 400 | Hot Mix Asphaltic Concrete Construction | | |
| 500 | Concrete Structures | | |
| 513 | Precast Reinforced Concrete Box Culverts, Barrel Sections, and End Sections | | |

The Prime Contractor shall be Prequalified, at a minimum, in Work Class 500 or 513 and self-perform at least 30 percent of the contract, as determined by invoice amounts.

Subcontractors may be used to satisfy the other Work Classes. List below the subcontractors, as known at the time of bid, and their work class qualification or registration.

| NAME OF SUBCONTRACTOR | WORK CLASS | | |
|-----------------------|------------|--|--|
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Prior to issuing the Notice to Proceed, the Prime Contractor shall provide to Fayette County, for review and approval, the subcontractors 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 that are not satisfied by the Prime. GDOT Form DOT 485 shall be used to request subcontractor approval prior to the NTP and to request a change to a subcontractor over the course of the project, if needed.

| COMPANY NAME: | |
|----------------------|--|
| | |

EXCEPTIONS TO SPECIFICATIONS ITB #2172-B: Inman Road Culvert Replacement

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