

August 21, 2023

Subject: Invitation to Bid #2309-B Camp Creek Path Phase I

Gentlemen/Ladies:

Fayette County, Georgia invites GDOT qualified Contractors to submit a bid for the construction of a 12-ft wide multi-use path connecting Gristmill Drive in the Millpond Manor Subdivision to Homeowner Association property within the Chimneys Subdivision. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held **on 9:00a.m., Thursday, September 7, 2023, in the Cul-de-sac of Gristmill Drive, Fayetteville, GA 30215** (This is in the Millpond Manor Subdivision off SR 74, south of Peachtree City) to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit bids.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 719-5314. Questions will be accepted until 3:00pm, Friday, September 8, 2023.

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: #2309-B

Bid Name: Camp Creek Pat Phase I

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

Bids will be received at the above address until **3:00p.m., Friday, September 15, 2023, in the Purchasing Department, Suite 204**. Bids will be opened at that time.

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

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot 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", enclosed within a blue oval.

Ted L. Burgess
Director of Purchasing

TLB/sw

Attachment

INVITATION TO BID
FOR
CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

FAYETTE COUNTY, GEORGIA

ITB #2309-B

2017 SPLOST PROJECT: 24TAA

INDEX

COVER PAGE	1
INDEX	2
CHECKLIST OF DOCUMENTS TO RETURN	3
INTRODUCTION	4
PROJECT SCOPE AND SPECIFICATIONS	5 to 6
FAYETTE COUNTY GENERAL TERM AND CONDITIONS	7 to 12
FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS	13 to 15
BIDDER QUALIFICATIONS	16
COMPANY INFORMATION FORM	17
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(L)	18
BID PRICE SHEET	19
EXCEPTIONS TO SPECIFICATIONS FORM	20
GDOT PREQUALIFICATION TABLE	21
CONTRACTOR EXPERIENCE FORM	22 to 23
CAMP CREEK TRAIL VICINITY MAP	24
CAMP CREEK TRAIL PHASE 1 TYPICAL SECTION	25
CAMP CREEK TRAIL PHASE 1 PIPE CULVERT	26

CHECKLIST OF DOCUMENTS TO RETURN
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

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

Company Information – on the provided form	_____
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	_____
Bid Bond*	_____
Pricing Sheet*	_____
List of Exceptions, if any	_____
GDOT Prequalification Table and Documentation	_____
Letter certifying three years of existence and no contract default	_____
Contractor Experience – on the provided form	_____
Non-Collusion Certification	_____
Signed Addenda, if any are issued	_____
References – on the provided form	_____

***FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION**

COMPANY NAME: _____

INTRODUCTION
ITB #2309-B: Camp Creek Trail Multi-Use Path – Phase I

Fayette County Public Works is seeking bids from GDOT qualified Contractors for the construction of a 12-ft wide multi-use path connecting Gristmill Drive in the Millpond Manor Subdivision to Homeowner Association property within the Chimneys Subdivision. Both subdivisions are along SR 74 south of Peachtree City.

The path is approximately 912 feet long (+/-) and will be constructed along the alignment of an existing path constructed of gravel, graded aggregate base (GAB), and concrete. All work is on Fayette County property. Other key components of the project include surveying, tree clearing and grubbing, culvert installation, erosion control, and other work needed to complete the project.

The project will be managed by the Fayette County Road Department.

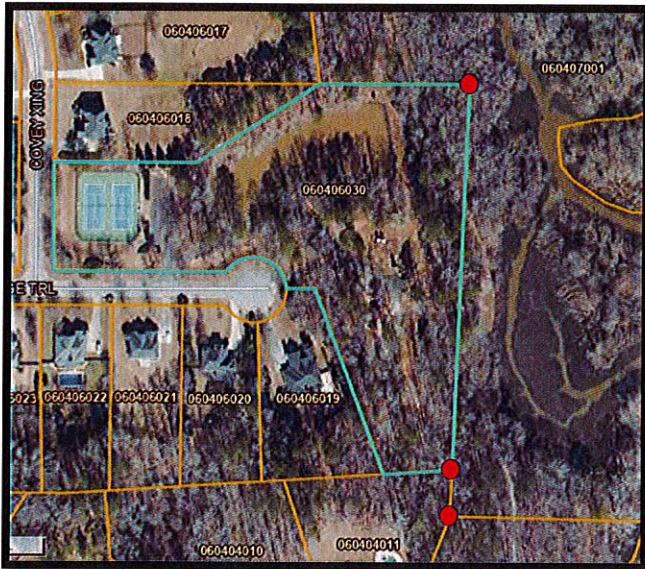
There will mandatory pre-bid meeting for the project. See the Purchasing Department cover letter for details.

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

PROJECT SCOPE
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

1. The Contractor shall retain a Georgia-registered licensed surveyor (RLS) to locate and establish the property line between:
 - Parcel 060407701 – Fayette County,
 - Parcel 060406030 – The Chimneys Community Association Inc. located at the end of Lodge Trail, and
 - Parcel 060404011 – located at 215 Gristmill Drive.

If existing pins cannot be located, the RLS shall set pins and delineate the line between public and private properties. A minimum of three corners shall be established at the locations shown below with the red circles.



2. All work, equipment, and material staging shall be on County property. Access to the site shall be from Gristmill Drive in the Millpond Manor subdivision.
3. The existing wood ramp off Gristmill Drive shall be removed and waste material disposed off-site in accordance with local and state rule and regulations. The area shall be graded to provide a tie-in at a slope of 8% or less.
4. All vegetation within ten (10) feet of the path's assumed centerline (20-ft total) shall be cleared and grubbed. Trees and other woody debris up to 6-inches in diameter shall be ground and mulched on-site. The mulch may be used as permanent stabilization over disturbed areas. In no area shall the mulch be thicker than 6 inches.
5. Tree material greater than 6-inches in diameter, including stumps/root balls, shall be disposed off-site in accordance with local and state rule and regulations.
6. The contractor shall install one culvert at a location approximately 215 feet from Gristmill Drive. The location is marked with stakes. The culvert shall be 15-inch diameter, smooth-lined corrugated

high-density polyethylene (HDPE) and set at an elevation that provides a minimum cover of 6-inches graded aggregate base (GAB) between pipe crown and the proposed path's asphalt. The pipe section shall be 30-ft long, centered under the path, and have a concrete headwall at each end (GDOT Standard 1001-B with 45-degree wingwalls).

7. The Contractor shall grade the area upstream of the pipe to ensure positive drainage into the pipe. Slopes to the pipe shall be laid back at a maximum slope of 3:1 until tie-in with existing grade is possible.
8. The downstream area for each pipe shall be a channel with a minimum width of 3 feet and 2% slope (min) until tie-in with existing grade is achieved. The banks of the channel shall be laid back at 3:1 side slope (max).
9. Contractor shall break up, remove, and dispose off-site (in accordance with local and state rules and regulations) existing areas of concrete, asphalt, or other material not suitable for a path subgrade.
10. The Contractor shall grade and compact the subgrade and pass a County-approved proof-roll prior to placement of GAB.
11. The Contractor shall grade and compact the GAB and pass a County-approved proof-roll prior to placement of asphalt.
12. See the Typical Sections for path profile and culvert installation.
13. The Lum Sum Grading line item shall include all grading necessary to meet these requirements, including the demolition and removal of existing path materials, excavation for culvert installation and drainage, and side-slope tie-in at a maximum grade of 3:1.
14. The Contractor shall stabilize all disturbed areas with mulch (4-inch minimum, 6-inch maximum) generated from the project clearing or mulch from Fayette County's Yard Waste area located at 211 First Manassas Mile, Fayetteville, GA 30215. If needed, mulch will be provided and loaded at no cost by Fayette County. The Contractor shall be responsible for hauling and placement at the site.
15. All areas of the path shall have positive drainage across the shoulder and path. The Contractor is responsible for ensuring no puddles or ponding on within the 20-ft project area.
16. The Contractor is responsible for installing silt fence, as needed. Placement of the silt fence shall be determined by Fayette County and authorized in writing prior to installation. A quantity of 1,000 feet is provided for in the bid table. All or none of that amount may be required. The intent of the project is to utilize mulch for ground cover and erosion control.

FAYETTE COUNTY GENERAL TERMS AND CONDITIONS
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

1. Definitions:

- a. The term “Contractor” as used in these Terms and Conditions shall be used synonymously with the term “Successful Bidder.”
- b. 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, and the County agrees to the exception. 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 to the date of award.

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 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 #2309-B, and
- c. The bid name, which is Camp Creek Trail Multi-Use Path – Phase I.

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

Attention: Contracts Administrator

You may submit sealed 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 in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
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 bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County, or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. No guarantee to purchase the amounts shown is intended or implied.
14. **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.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be at the discretion of the County.
16. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the bidder's request, and at the bidder's

expense, if they are not destroyed by testing.

17. **Non-Collusion:** By responding to this Invitation to Bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
19. **Unbalanced bid:** This project has been determined to meet the definition of a project governed by Georgia Code, Title 32, which governs Highways, Bridges, and Ferries. If the County determines that the apparent low bid is materially unbalanced, the County retains the right to deem the apparent low bid non-responsive, and to reject said bid and award to the next-lowest bidder whose bid is not materially unbalanced, or to reject any and all bids and re-advertise the project.
20. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
21. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
22. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
23. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by

blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

24. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
25. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
26. **Insurance:** The Successful Bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.
 - d. **Builder's "All Risk" Insurance:** In the event the Contractor is performing construction services under the contract, Contractor shall procure and maintain "all-risk" builder's insurance, providing coverage for the work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be at least 100% of the value of the contract, including any additional costs which are normally insured under such policy.

Before a contract with the Successful Bidder is executed, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful Bidder can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

27. **Bid Bond:** Bidder shall 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 the U.S. Treasury's list of approved bond sureties (Circular 570).
28. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
29. **Building Permits:** Work performed for the county requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
30. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
31. **Assignment of Contract:** Assignment of any contract resulting from this Invitation to Bid will not be authorized, except with express written authorization from the County.
32. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
33. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
34. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred, or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
35. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If the 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 the Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.

36. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
37. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. 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.
38. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
39. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
40. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

- 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, are incorporated by reference into the contract documents. All work shall be performed in accordance with the GDOT 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. **Commencement Date** – The Commencement Date for purposes of counting calendar days as allowed for completion of the Work of this contract shall be the date of the Notice to Proceed.
- C. **Schedule** – The project shall commence within thirty (30) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall be substantially complete within ninety (90) calendar days of the Contractor receiving the NTP from Fayette County. The project shall reach final completion within one hundred and twenty (120) 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. Substantially complete means grading and paving work are sufficiently complete in accordance with the Contract Documents and the path is open for use by the public.
- D. **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
- E. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Saturday and between the hours of 8:00 AM and 6:00 PM. Work on Sunday’s may be approved with prior written approval from the County.
- F. **Payment** – The Contractor shall submit monthly invoices for work completed during the invoice period. Items shall not be billed out more than 95% until they are accepted by the Road Department.
- G. **Prequalification of Bidders** – The Prime Contractor and/or subcontractors to the Prime, shall be prequalified or registered with the Georgia Department of Transportation (GDOT) in the following work area classes:

<u>Class</u>	<u>Description</u>
310	Graded Aggregate Construction
400	Hot Mix Asphaltic Concrete Construction

In addition to the prequalification requirements, the Prime Contractor shall self-perform at least 30 percent of the contract, as determined by invoice amounts.

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.

H. **Contractor Staging** – The Contractor may stage equipment and materials on County property with written approval from Public Works. The request for the staging area shall be provided in writing with a map. The Contractor shall repair any damages to the property and return it in a form that matches pre-project conditions. Contractor staging shall not interfere with traffic on County roads.

I. **Toilet Facilities** - Provide toilet facilities that meet local sanitary codes, as required for the Contractor's workers. Provide consumable and non-consumable goods (toilet paper, paper towels, hand soap) for the life of the project.

J. **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.

K. **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 eighteen (18) months from the date of Substantial Completion.

The County 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 County 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.

L. **Section 102 Bidding Requirements and Conditions** – This section of the GDOT Specifications is removed in its entirety from this ITB.

M. **Section 103 Award and Execution of Contract** – This section of the GDOT Specifications is removed in its entirety from this ITB.

N. **Section 105.09 Authority and Duties of the Resident Engineer** – The Resident Engineer shall be designated by Fayette County.

O. **Section 105.10 Duties of the Inspector** – Inspectors may be employed by Fayette County or Fayette County's designated Engineer.

P. **Section 106.11 Field Laboratory** – A field laboratory is not required.

Q. **Section 107.02 Permits and Licenses** – The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work unless otherwise stated in the Contract Documents.

R. **Section 107.07 Public Convenience and Safety** - The Contractor shall conduct the work as to assure

the least possible obstruction of traffic. The safety and convenience of the public and the residents and the protection of persons and property shall be provided for by the Contractor. The Contractor shall take all necessary measures to protect the integrity of Gristmill Drive and all other County Roads. The Contractor shall be responsible for the repair of any damage to a public road or private property (e.g., a mailbox, driveway, etc.) at no cost to Fayette County.

- S. **Section 108.08 Failure of Delay in Completing Work on Time** – Liquidated damages will be applied, as appropriate, per GDOT's *Schedule of deductions for Each Day of Overrun in Contract Time* and the original contract award.
- T. **Section 150 Traffic Control** – As applicable for operations, parking, or staging of equipment and materials within and along roads.
- U. **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.
- 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. Excavated material may not be suitable for re-use. Dispose of surplus and unsuitable materials as directed by the County.
- W. **Section 682 Electrical Wire, Cable, and Conduit** – Not applicable.
- X. **Section 700 Grassing** – This work includes preparing the ground, furnishing, planting, seeding, fertilizing, and mulching disturbed areas within the project area of any area disturbed by the project.
- Y. **Thermoplastic Pipe Standard** – The HDPE culvert shall be installed per GDOT Standard 1030P.

BIDDER QUALIFICATIONS
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

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 contact 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 Contractors and Registered Subcontractors Table*".
3. The Prime Contractor shall have been in business under the present company name for a minimum of three (3) years and shall not have been declared in default on any construction contract within that time. *Provide a letter on company letterhead and signed by the President/CEO certifying this information.*
4. The Contractor and/or the designated Subcontractors shall have, within the past five years, successfully completed at least three projects of similar scope. Provide a completed "Contractor Experience Form" demonstrating the requested experience.

COMPANY INFORMATION
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

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: _____

Office Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

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

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

#2309-B: Camp Creek Trail Multi-Use Path – Phase I
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 _____, _____, 2023 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

BID PRICE SHEET
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

Work Item / Scope	Quantity	Units	Unit Price	Amount (\$)
Surveying	1	LS		
Clearing, Grubbing, Mulching, Off-Site Disposal	1	LS		
30-ft HDPE culvert install with headwalls	1	LS		
Grading Complete	1	LS		
GAB	456	tons		
9.5 mm Type 2 asphalt	133.8	tons		
Type A Silt Fence	1,000	ft		
TOTAL				

COMPANY NAME: _____

EXCEPTIONS TO SPECIFICATIONS
ITB #2309-B: CAMP CREEK TRAIL MULTI-UE PATH – PHASE 1

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____

COMPANY NAME: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)
CONTRACTORS AND SUBCONTRACTORS
PREQUALIFICATION TABLE**

ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

WORK CLASS	DESCRIPTION	GDOT VENDOR NAME	GDOT VENDOR ID
310	Graded Aggregate Construction		
400	Hot Mix Asphaltic Concrete Construction		

The Prime Contractor shall be Prequalified, at a minimum, in Work Class 310 and 400 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

CONTRACTOR EXPERIENCE
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

PROJECT 1

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

PROJECT 2

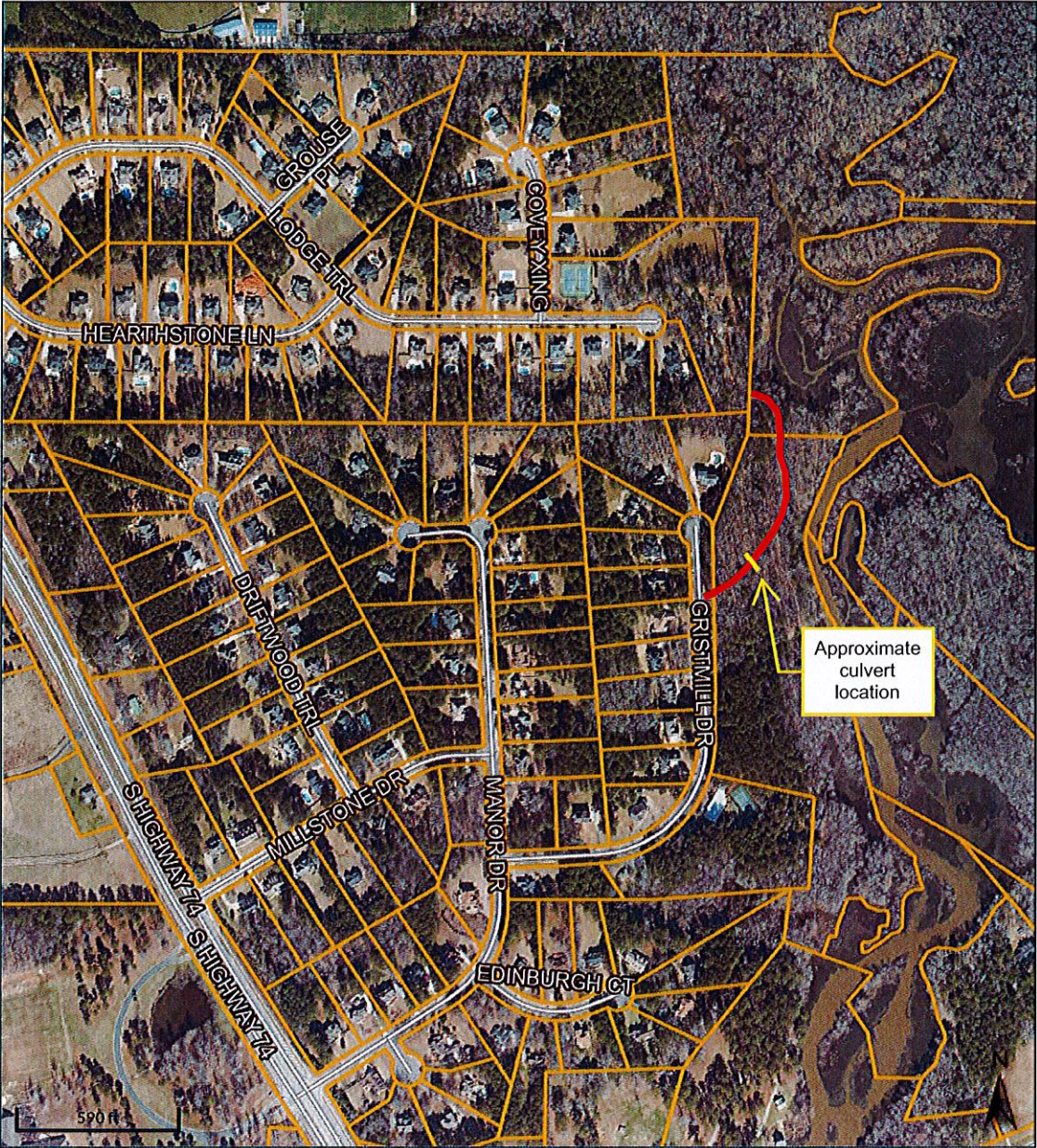
Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

CONTRACTOR EXPERIENCE - continued
ITB #2309-B: CAMP CREEK TRAIL MULTI-USE PATH – PHASE 1

PROJECT 3

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

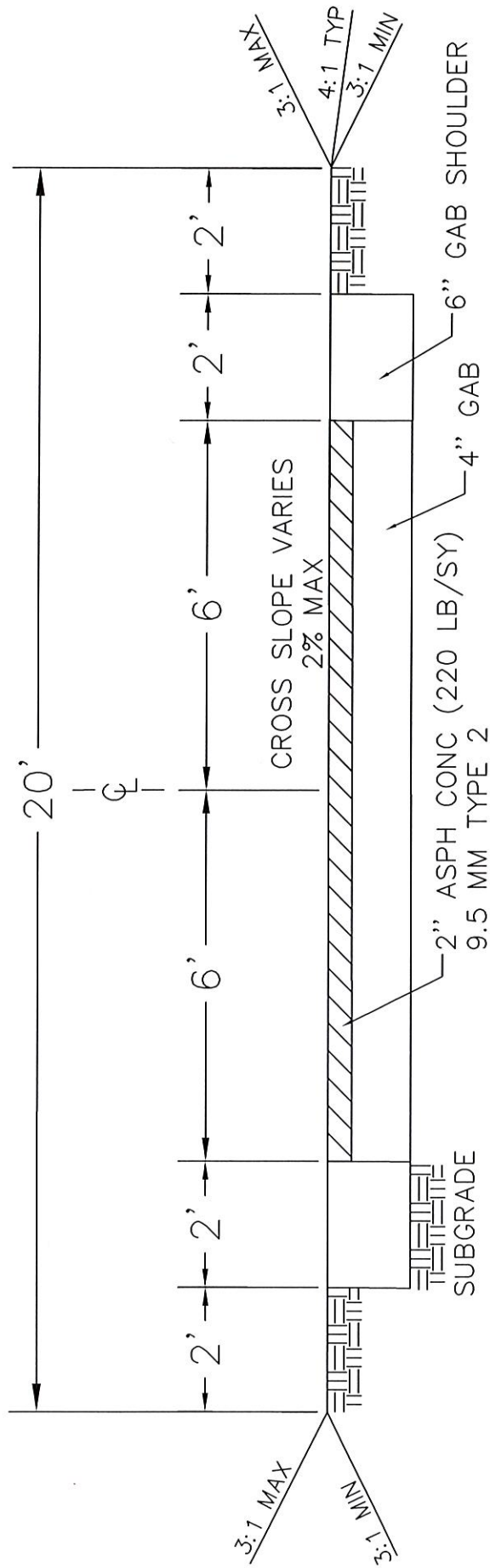
CAMP CREEK TRAIL VICINITY MAP



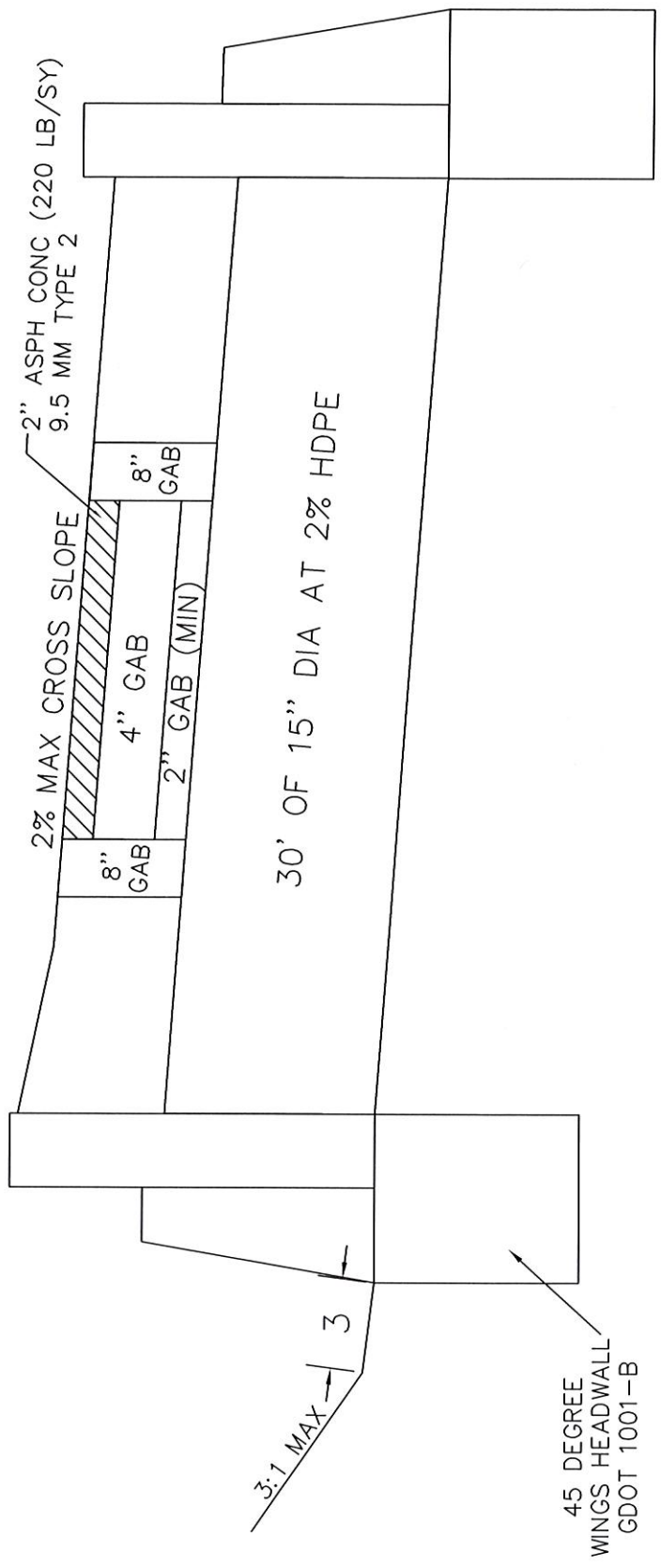
Overview

Legend

- Parcels
- Roads
- City Limits
 - BROOKS
 - FAYETTEVILLE
 - PEACHTREE CITY
 - TYRONE
 - WOOLSEY



1. CLEAR AND GRADE OUTSIDE THE TYPICAL 20-FT PROJECT AREA AS NECESSARY TO TIE IN GRADE WITH EXISTING GROUND USING MAX/MIN SLOPES OF 3:1.
2. PROVIDE POSITIVE DRAINAGE ACROSS THE PATH AND SHOULDER IN ALL AREAS.



1. COUNTY TO PROVIDE AND INSTALL RIP RAP OR COMPARABLE CHANNEL OF STABILIZATION ONCE PROJECT IS COMPLETED.