



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

January 12, 2024

**Subject: Invitation to Bid 2358-B: Kiwanis Park Pickleball Court Construction**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for Kiwanis Park Pickleball Court Construction. You are invited to submit a bid in accordance with the information contained herein.

A pre-bid conference will be held on Friday, January 26, 2024 at 10 a.m., Kiwanis Park 936 Redwine Road, Fayetteville, Ga. 30214. You are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the project, and to ask questions.

Questions concerning this Invitation to Bid should be addressed to Ted Crumbley in writing via email to [tcrumbley@fayettecountyga.gov](mailto:tcrumbley@fayettecountyga.gov) or fax to (770) 719-5509. Questions will be accepted until Thursday, February 1, 2024 at 2pm.

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: 2358-B

Bid Name: Kiwanis Park Pickleball Court Construction

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

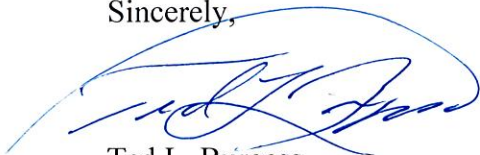
Bids will be received at the above address until 3 p.m., Tuesday, February 13, 2024 in the Purchasing Department, Suite 204. Bids will be opened at that time.

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

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

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", with a large, sweeping flourish that loops around the text.

Ted L. Burgess  
Chief Procurement Officer

**PROJECT SPECIFICATIONS**

**Kiwanis Park Pickleball Court Construction**

**Fayette County, GA**

**Fayette County Project Number: 226AE**

**Invitation to Bid: #2358-B**

**Prepared For:**

**Fayette County Parks & Recreation  
980 Redwine Road  
Fayetteville, GA 30214**

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**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

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**CHECKLIST OF DOCUMENTS TO RETURN**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

*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)	_____
Pricing Sheet*	_____
Bid Bond*	_____
Contractor Experience – on the provided form	_____
Name and Product Information of any equivalent product(s)	_____
List of Exceptions, if any – on the provided form	_____
Addenda, if any are issued	_____

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

**COMPANY NAME:** \_\_\_\_\_

## **INTRODUCTION**

### **ITB #2358-B: Kiwanis Park Pickleball Court Construction**

The intent of this Invitation to Bid is for Fayette County to obtain competitive sealed bids from qualified vendors to construct four (4) new Pickleball Courts to include nets, lines, fencing, connecting sidewalks, and stormwater infrastructure at Kiwanis Park located at 936 Redwine Road, Fayetteville, Georgia 30215. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid.

Fayette County has prepped the site for construction. Fayette County Road Department has completed initial installation of silt fence, required tree removal, clearing, demolition and removal of the well and pump house, and rough grading. The Road Department has also constructed the parking lot by grading, installing curb & gutter, and placing asphalt, striping, and wheel stops.



**FAYETTE COUNTY GENERAL TERMS AND CONDITIONS**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

**1. Definitions:**

- a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
- b. **Successful Bidder:** The company or individual that is awarded a contract.
- c. **Contractor:** The Successful Bidder, upon execution of the contract.
- d. **County:** 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 ninety (90) 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](http://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. 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: 2358-B  
Bid Name: Kiwanis Park Pickle Court Construction

Also show your company name on the envelope. 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. **Brand Name:** If items in this Invitation to 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 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 at the discretion 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. **Unbalanced Bid:** If the County determines that the apparent low bid is unbalanced, the County retains the right to negotiate with the apparent low bidder for the purpose of correcting the bid imbalance without changing the overall bid amount. If the apparent low bidder and the County cannot reach agreement, the County may deem the apparent low bid non-responsive. In such case, the County reserves the right to award to the next-lowest bidder, or to reject any and all bids and re-advertise the project.
19. **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.
20. **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).

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 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

- 26. **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).
- 27. **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).
- 28. **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.
- 29. **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.
- 30. **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.
- 31. **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.

32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

38. **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.
39. **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 #2358-B: Kiwanis Park Pickleball Court Construction**

**1. Bidder Requirements:**

- a) Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid.
- b) Contractor must use materials that meet or exceed the guidelines of the American Sports Builders Association.
- c) Contractor shall submit the name and product information of any equivalent product proposed to be used for County approval.
- d) Contractor must provide a written timeline/schedule for completion of the project.
- e) Contractor shall obtain any permits required to complete the work.
- f) Contractor shall be responsible for the adequacy, efficiency, and sufficiency of subcontractors, manufacturers, suppliers, and their employees.
- g) The Contractor shall maintain the site in a neat and orderly manner. The use of construction dumpsters is permitted. At the end of each workday and when construction is finished, the Contractor shall be responsible to clean up and remove all debris. The contractor shall be responsible for all costs and fees associated with such hauling and removal of debris from County premises for proper disposal. The County shall not be responsible to provide the disposal site. Due to park activities the Contractor shall clean and secure the site at the end of each workday.
- h) The Contractor shall be responsible for repairing or replacing, as necessary, any of the surrounding project boundaries grasses and landscaping features scarred or damaged by Contractor's equipment or operations.
- i) The contractor shall be responsible for setting their own grades and layout of the new facility. The contractor shall verify all grades to exacting tolerances as specified for the court installation and Americans with Disabilities Act. The contractor shall bring the subgrade to final grade. Compaction of sub grade will be the responsibility of the contractor and shall be compacted to 100% modified proctor. Once compaction testing has been completed by the contractor and the results verified by the owner, the courts base material may be applied. The base material shall be compacted to 98% modified proctor, or better.

2. **Preconstruction Conference** - After the Contract has been executed, and before work begins, the County shall designate a time and place to hold a Preconstruction Conference with the Contractor. At such time, the Contractor shall furnish a Progress Schedule. Any matters pertaining to order of work, interpretation of Plans and Specifications, traffic control, utility adjustments, or others, may be discussed at the Preconstruction Conference.
3. **Submittal Procedures** - The Contractor shall submit descriptive information which will enable the County to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

4. **Request for Substitutions** - The County will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the County and shall include sufficient data to enable the County to assess the acceptability of the material or equipment for the particular application and requirements.
5. **Schedule** – The project shall commence within thirty (30) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall reach final completion within **One Hundred Seventy-Five (175) 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.
6. **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](https://fayettecountyga.gov/information/county_holidays.htm)
7. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Friday and between the hours of 8:00 AM and 5:00 PM. Work on Saturday's and Sunday's may be approved with prior written approval from the County. Due to park activities the Contractor shall clean and secure the site at the end of each workday.
8. **Cooperation with Utilities** – The Contractor shall notify all utility companies or other parties affected of Award of the Contract, the County may assist the Contractor in arranging for all necessary adjustment or relocation 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 adjustment and relocation work.

Before beginning any mechanized boring, trenching, or digging the contractor shall call Georgia 811 at least 72-hours in advance excluding weekends and holidays. Calls made after 4:30pm count as the next day.

9. **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.
10. **General Warranty and Guarantee Against Defective Work** - The Contractor shall warrant and guarantee the work required under this Contract for a period of two (2) years from the date of Final Acceptance unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The Contractor warrants and guarantees to County, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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 there are different guarantees or warranties listed, then the more stringent (i.e., longer) shall apply.

11. **Operations and Maintenance Information** - The Contractor shall provide the County with four (4) complete sets of Operation and Maintenance (O&M) manuals prior to issuance of Substantial Completion. Operating and maintenance information shall consist of the name and address of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts. In addition, the following items of information shall be provided where applicable.

- a) **Lubrication Information:** This shall consist of the manufacturer's recommendations regarding the lubricants to be used and the lubrication schedule to be followed.
- b) **Start-up Procedures:** These instructions consist of the equipment manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
- c) **Operating Procedures:** These instructions consist of the equipment manufacturer's recommended step-by-step procedures for starting, operating, and stopping the

equipment under specified modes of operation.

- d) Preventive Maintenance Procedures: These instructions consist of the equipment manufacturer's recommended steps and schedules for maintaining the equipment.
- e) Overhaul Instructions: These instructions consist of the manufacturer's directions for the disassembly, repair and reassembly of the equipment and any safety precautions that must be observed while performing the work.
- f) Parts List: This list consists of the generic title and identification number of each component part of the equipment.
- g) Spare Parts List: This list consists of the manufacturer's recommendations of numbers of parts which should be stored by the Owner and any special storage precautions which may be required.
- h) Original warranties as required by the contract documents and as supplied by the manufacturer.

**12. Record Drawings** – Record drawings refer to those documents maintained and annotated by the Contractor during construction and are defined as a neatly and legibly marked set of contract drawings showing the final location and elevations, as appropriate and referenced to the benchmarks shown on the plans, for the courts, all drainage and stormwater infrastructure, concrete work, and equipment.

**13. Payment Schedule** - Contractor shall invoice work completed every 30 days. Payment will be made on work completed as measured and verified in the field.

**FAYETTE COUNTY PROJECT BID PRICE SHEET**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	SURVEY	1.00	LS		
2	BARRIER FENCE (ORANGE), 4 FT	344.00	LF		
3	TEMPORARY SILT FENCE, TYPE A	452.00	LF		
4	CONSTRUCT AND REMOVE COMPOST FILTER SOCK, 18 IN	10.00	LF		
5	STRIP SOD AND TOPSOIL. STORE ONSITE FOR RE-USE.	1.00	LS		
6	CLEARING & GRUBBING-	1.00	LS		
7	FLARED END SECTION, 12 IN, STORM DRAIN	1.00	EA		
8	STORM DRAIN PIPE, 12 IN, CLASS III	94.00	LF		
9	NYLOPLAST DRAIN BASIN, 12 IN, PED GRATE, CONC COLLAR, DOMED GRATE INLET	1.00	EA		
10	GRADING COMPLETE-	1.00	LS		
11	TEMPORARY GRASSING	0.72	AC		
12	MULCH	1.00	TN		
13	GR AGGR BASE CRS, 4 INCH, INCL MATL	278.00	SY		
14	CONC SIDEWALK, 4 IN	278.00	SY		
15	CURB CUT WHEELCHAIR RAMP, TYPE B (GDOT DETAIL A3)	1.00	EA		
16	PLASTIC FILTER FABRIC	6.35	SY		
17	RIVER ROCK, 6 IN TO 8 IN	1.14	TN		
18	BASE COURSE, 6 IN, EXTEND 12 IN OUTSIDE OF COURT AREA	806.46	SY		
19	ASPHALT LEVELING COURSE, 3 IN	747.56	SY		
20	ASPHALT SURFACE COURSE, 1 IN	747.56	SY		
21	LIQUID APPLIED ACRYLIC SURFACE SYSTEM	747.56	SY		
22	PLAYING LINES, LAYOUT AND STRIPING	1.00	LS		
23	PICKLEBALL NET ASSEMBLY AND INSTALLATION	4.00	EA		
24	CHAIN LINK FENCE, BLACK, VINYL COATED, 3 FT, 9 GA	80.00	LF		
25	CHAIN LINK FENCE, BLACK, VINYL COATED, 6 FT, 9 GA	345.00	LF		
26	GATE, CHAIN LINK, BLACK, VINYL COATED, 3 FT, SINGLE ACCESS	3.00	EA		
27	GATE, CHAIN LINK, BLACK, VINYL COATED, 6 FT, SINGLE ACCESS	2.00	EA		
28	SOD, TIFFTURF BERMUDA	1,881.00	SY		
29	QUERCUS NUTALLII 'QNI374' TM, ICON NUTTALL OAK	1.00	EA		
30	QUERCUS SHUMARDII, SHUMARD OAK	2.00	EA		
31	CONSTRUCTION, MATERIALS, AND TESTING ALLOWANCE	1.00	LS	\$35,000.00	\$35,000.00
<b>TOTAL BID FOR KIWANIS PARK PICKLEBALL COURTS    S</b>					

**COMPANY NAME:** \_\_\_\_\_



**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

2358-B: Kiwanis Park Pickleball Court Construction  
\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 2024 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**COMPANY INFORMATION**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

**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 EXPERIENCE FORM**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

**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 #2358-B: Kiwanis Park Pickleball Court Construction**

**Project 3**

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

**COMPANY NAME:** \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS**  
**ITB #2358-B: Kiwanis Park Pickleball Court Construction**

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:** \_\_\_\_\_