



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

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May 31, 2024

**Subject: Invitation to Bid 2418-B: Phillips Lake & Kozisek Lake Dam Rehabilitation**

Gentlemen/Ladies:

Fayette County invites bids from GDOT prequalified contractors experienced with construction of earthen dams, bridges, roadways, and large concrete structures. You are invited to submit a bid in accordance with the information contained herein.

**A pre-bid conference will be held on 10:00 a.m., Thursday, June 20, 2024, at 292 Longview 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 Natasha M. Duggan in writing via email to [nduggan@fayettecountyga.gov](mailto:nduggan@fayettecountyga.gov) or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Tuesday, June 25, 2024.**

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: 2418-B

Bid Name: *Phillips Lake & Kozisek Lake Dam Rehabilitation*

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

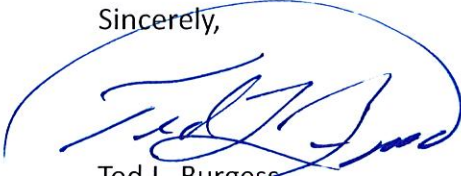
**Bids will be received at the above address until 2:00 p.m., Tuesday, July 16, 2024, in the Purchasing Department, Suite 204.** Bids will be opened at that time.

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 be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess  
Chief Procurement Officer



## SPECIFICATIONS

### PHILLIPS LAKE & KOZISEK LAKE DAM REHABILITATION

**Fayette County Project Numbers:  
(Margaret) Phillips Lake Dam – 5509F  
Kozisek Lake Dam – 5509C**

**Invitation to Bid 2418-B**

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

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**CHECKLIST OF DOCUMENTS TO RETURN**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

*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 Form \_\_\_\_\_
- GDOT Prequalification Table and Documentation \_\_\_\_\_
- List of Exceptions, if any – on the provided form \_\_\_\_\_
- Suspension & Debarment, on the provided form \_\_\_\_\_
- Anti-Lobbying Certification, on the provided form \_\_\_\_\_
- Sworn Statement of Non-collusion \_\_\_\_\_
- Addenda, if any are issued \_\_\_\_\_

\*FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION

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

## **INTRODUCTION**

### **ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

Fayette County is soliciting bids from Georgia Department of Transportation (GDOT) prequalified contractors experienced with construction of earthen dams, bridges, roadways, and large concrete structures.

The scope of this project involves the rehabilitation of the earthen dam under Longview Road and the earthen dam along Neely Road in Fayetteville, Georgia. The project is funded by a federal grant through the Federal Emergency Management Agency, who have assigned it project number HMGP 4400-0048.

Longview Road runs atop the Phillips Lake Dam. The original primary spillway, which consists of a corrugated metal riser and 12-inch CMP under Longview Road no longer functions. A secondary spillway (now operating as the primary spillway) of two 24-inch reinforced concrete pipes (RCP) under Phillips Road currently maintains the level of the lake. Both systems will be removed and replaced with a concrete labyrinth spillway and energy dissipaters. The lake is fed by unnamed tributaries which flow to Morning Creek and has a drainage basin of approximately 1.35 square miles.

Longview Road is to be closed during construction with an off-site detour. Upon completion of the new weir and spillway, a precast concrete bridge will be set over the structure and the road rebuilt to its original alignment. Access to and from all homes within the road closure area must be maintained throughout the construction process.

The Kozisek Lake Dam follows the south side of Neely Road. The primary spillway is a 12-inch CMP pipe that enters the ditch line of Neely Road and then flows under the road through an 18-inch culvert. The secondary spillway consists of three 36-inch CMP pipes under Neely Road. The low-level gate has been permanently opened so the lake will drain to its lowest level. The primary spillway will be removed and replaced with a siphon system. The culvert under Neely Road will be replaced with an 18-inch RCP pipe and the secondary spillway under the road will be replaced with twin box culverts. Neely Road can be closed, as needed, for the construction of the culverts with an off-site detour.

Other contractor responsibilities include but are not limited to traffic control; coordinating utility relocations with the various utility companies; controlling erosion and sedimentation; establishing permanent stabilization; and managing water flow and lake levels throughout the construction process.

Fayette County has acquired all necessary fee-simple right-of-way and easements for the construction of this project. All work is to be performed within these areas as shown on the project plans.

**FAYETTE COUNTY GENERAL TERMS AND CONDITIONS**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

**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 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](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: 2418-B

Bid Name: *Phillips Lake & Kozisek Lake Dam Rehabilitation*

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 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 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 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.
- 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). **The bond shall include the condition "to keep the bridge in good condition for a period of not less than seven years."**
- 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. Equal Employment Opportunity:** During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervisions of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with the undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 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. Termination for Cause/Breach of Contract:** 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. Termination shall be without prejudice to any of the County's rights or remedies by law.

In the event that the Contractor or a subcontractor should violate or breach contract terms or conditions, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day period, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.

**37. Termination for Convenience:** The County may terminate the contract for its convenience at any time with ten 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.

**40. Access to Records:** The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State of Georgia, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**41. Records Retention:** The Contractor shall retain all records pertaining to the contract for three years after the County makes final payments to the Contractor, and all other pending matters are closed.

**42. Suspension and Debarment:**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.095) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Georgia Emergency Management Agency and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**43. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are to be forwarded from tier to tier, up to the recipient, who in turn will forward the certification(s) to the federal awarding agency.

**44. Small and Minority Businesses, and Women's Business Enterprises:** The Contractor



shall take all necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible. If subcontracts are to be let, the Contractor shall take the following affirmative steps:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Require subcontractors to take the above affirmative steps if letting sub-subcontracts.

**45. Davis-Bacon Act and Copeland "Anti-Kickback" Acts:** The Contractor shall comply with requirements of the Davis-Bacon Act as amended (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part3).

**46. Compliance with the Contract Work Hours and Safety Standards Act:** To the extent workers under this contract may be covered under the Contract Work Hours and Safety Standards Act, the Contractor shall comply with the following provisions:

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the

sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) *Withholding for unpaid wages and liquidated damages.*** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) *Subcontracts.*** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**47. Clean Air Act:**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Georgia Emergency Management Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**48. Federal Water Pollution Control Act:**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the Georgia Emergency Management Agency will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**49. Energy Policy and Conservation Act:** The Contractor shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**50. Contract Changes / Modifications:** Any contract amendment, change order, or other change or modification must be made in writing and executed by both parties. Such change must be allowable, allocable, within the scope of the grant or cooperative agreement, and must be reasonable for the completion of the project scope.

**51. DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**52. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**53. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**54. Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**56. Standardized Changed Condition Clauses: (1) Differing site conditions.**

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in

the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

**(2) *Suspensions of work ordered by the engineer.***

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**(3) *Significant changes in the character of work.***

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such

other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**55. Domestic Preference for Procurement:** As applicable to this project, the Contractor shall comply with the requirements of the Build America Buy America Act (division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58), as provided in the Code of Federal Regulations at 2 CFR 184. The requirements pertain to construction, alteration, maintenance, or repair of infrastructure, in which all iron, steel, manufactured products, and construction materials must be produced in the United States.

**56. Procurement of Recovered Materials:** The Contractor shall comply with the requirements of section 6002 of the Solid Waste Disposal Act, and the Code of Federal Regulations at 40 CFR 247, which require that, when procuring items designated in guidelines of the Environmental Protection Agency (EPA), the Contractor shall procure such designated items with the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This requirement does not apply to purchases of designated items which are unrelated to, or incidental to, the purpose of a federal grant or the purpose of the contract.

**FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS**  
**ITB 2418-B Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

- A. **Specifications:** Specifications for each dam has been provided and approved by the GA Safe Dams Program. All work shall be performed in accordance with these 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.

- B. **Schedule:** The project shall commence within twenty (20) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall be fully complete with the work within **three hundred sixty-five (365) 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](https://fayettecountyga.gov/information/county_holidays.htm)
- D. **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.
- 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. **Contractor Staging:** No staging area beyond the acquired right-of-way, easements, and County owned property located at 292 Longview Road (as marked in Exhibit 7) is provided by Fayette County for the project. Contractor staging shall not interfere with traffic on County roads. Any areas utilized by the Contractor shall be returned to the same or better condition.
- G. **Prequalification of Bidders: The Prime Contractor or Subcontractor shall be GDOT prequalified in Work Class 500 or 507,** or the Prime Contractor shall be GDOT prequalified in a Work Class related to the project scope and provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. In addition, the Prime Contractor shall self-perform at least 30 percent of the contract as determined by invoices. Fayette County reserves the right to consider a contractor's past performance when determining if a bid is responsive and responsible.
- H. **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.

- I. **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 no less 24-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.

- J. **As-Built Survey:** The Contractor shall provide an as-built survey denoting all improvements. 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. Invert elevations, dimensions, and slope of all structures and pipe.
2. Extent and elevation of Rip Rap.
3. Right-of-Way and boundary lines
4. Length of guardrail.
5. Paving limits.
6. Extent, size, and material of new waterline and valves.
7. Any other information as required by Georgia Safe Dams Program.

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.

- K. **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 **\$260,000 Allowance** (\$100,000 for Kozisek Dam and \$160,000 for Longview Dam) 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.

L. **Cooperation with Utilities:** The County will notify all utility companies or other parties affected of Award of the Contract and will 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.

M. **Inspector:** Inspectors may be employed by Fayette County or Fayette County's designated Engineer.

N. **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.

- O. **Traffic Control:** The Contractor shall prepare and submit a Detour and Traffic Control Plan for review and approval by Fayette County at least fourteen (14) calendar days prior to mobilization. The Plan shall include information on road closures, lane closures, detours, access to private property, and any other relevant information that will be helpful to residents. Access to homes shall be maintained at all times. All signs, pavement markings, or other traffic control instructions shall be in accordance with the MUTCD.

Full road closure of Longview Road and Neely Road will be permitted for a maximum of 180 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. Changeable message signs, informing motorists of the road closure shall be installed a minimum of two weeks prior to the road closure.

Failure of the contractor to comply with the requirements in this section or within the Technical Specifications of the Phillips Lake Dam and the Kozisek Lake Dam will result in the non-refundable deductions of monies from the Contract as shown in the following table for non-performance of Work:

<b>SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE</b>		
<b>ORIGINAL TOTAL CONTRACT AMOUNT</b>		
<b>From More Than</b>	<b>To and Including</b>	<b>Daily Charge</b>
\$0	\$100,000	\$250
\$100,000	\$1,000,000	\$650
\$1,000,000	\$5,000,000	\$1,300
\$5,000,000	\$20,000,000	\$2,000

- P. **Water Distribution System:** All Water Systems impacts shall be in strict accordance with Fayette County Water System Specifications and as noted on the plans.

- Q. **Bridge Design:** The bridge cross-section shown on the Plan Sheets and the associated specifications do not constitute a full bridge design. The Bid Package establishes minimum standards required for the bridge (width, span, design load, and other specifications.) and requires the Contractor and manufacturer/supplier to develop the design they feel is most cost effective. The bridge manufacturer/supplier shall be on GDOT's Qualified Products List No. 9, designed per GDOT Specification 507, and be stamped by a certified Professional Engineer licensed in the State of Georgia. Shop Drawings shall be submitted to and approved by Engineer of Record.

**BID TABULATION SHEET**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

<b>KOZISEK LAKE DAM REHABILITATION BID SCHEDULE</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Completion of all work indicated on the stamped approved construction plans and specifications, with the exception of items noted below as unit price items	1	LS		
2	Undercutting of Unsuitable/Alluvial Soils, Backfilling with approved material	30,000	CY		
3	Riprap complete in place including foundation stone and filter fabric	5,000	TON		
4	Rock excavation and disposal	10	CY		
5	Asphalt pavement surface - 1.5-Inch 9.5mm	300	SY		
6	Asphalt pavement binder - 2.0-Inch 19mm	300	SY		
7	Asphalt GAB - 6-inch compacted	300	SY		
8	Off-site Borrow, incl haul to site, and waste of unsuitable soils back into it	40000	CY		
9	Borrow Area erosion control, complete including vegetative stabilization, daily inspections and BMP maintenance	1	LS		
10	Provide As-Built Survey of all improvements to include, elevations, inverts, pipe sizes, dimensions, right-of-way and boundary lines, and any other information necessary to submit or as required by the GA SDP and/or Fayette County. Survey to be provided by a Georgia Licensed Surveyor	1	LS		
11	Special Allowance	1	LS	\$100,000.00	\$100,000.00
<b>TOTAL KOZISEK LAKE DAM REHABILITATION</b>					

<b>PHILLIPS LAKE DAM REHABILITATION BID SCHEDULE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
12	Completion of all work indicated on the stamped approved construction plans and specifications, with the exception of items noted below as unit price items	1	LS		
13	Undercutting of Unsuitable/Alluvial Soils, Backfilling with approved material	20,000	CY		
14	Rip-rap complete in place including foundation stone and filter fabric	2,320	TON		
15	Rock excavation and disposal	10	CY		
16	Asphalt pavement surface - 2.0-Inch 9.5mm	1,560	SY		
17	Asphalt pavement binder - 3.0-Inch 19mm	1,560	SY		
18	Asphalt GAB - 10-inch compacted	1,560	SY		
19	Off-site Borrow, incl haul to site and waster of unsuitable soil back into it	23000	CY		
20	Borrow Area erosion control, complete including vegetative stabilization, daily inspections, and BMP maintenance	1	LS		
21	Provide As-Built Survey of all improvements to include, elevations, inverts, pipe sizes, dimensions, right-of-way and boundary lines, and any other information necessary to submit or as required by the GA SDP and/or Fayette County. Survey to be provided by a Georgia Licensed Surveyor	1	LS		
22	Special Allowance	1	LS	\$160,000.00	\$160,000.00
<b>TOTAL PHILLIPS LAKE DAM REHABILITATION</b>					
KOZISEK LAKE DAM REHABILITATION					
PHILLIPS LAKE DAM REHABILITATION					
TOTAL BASE BID - PHILLIPS LAKE DAM AND KOZISEK LAKE DAM REHABILITATION					

## COMPANY INFORMATION

### ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation

#### 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)(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

2418-B Phillips Lake & Kozisek Lake Dam  
Rehabilitation  
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: \_\_\_\_\_

**CONTRACTOR EXPERIENCE FORM**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

**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 FORM - continued**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

**Project 3**

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

**GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)  
 CONTRACTORS AND SUBCONTRACTORS  
 PREQUALIFICATION TABLE  
 ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

The Prime Contractor or Subcontractor shall be GDOT prequalified in Work Class 500 or 507, or the Prime Contractor shall be GDOT prequalified in a Work Class related to the project scope and provide at least two (2) successfully completed projects of similar scope and size in the past five (5) years. In addition, the Prime Contractor shall self-perform at least 30 percent of the contract as determined by invoices.

WORK CLASS	DESCRIPTION	PRIME CONTRACTOR GDOT VENDOR ID
500	Concrete Structures	
507	Prestressed Concrete Bridge Members	

List below the subcontractors, as known at the time of bid, and their work class qualification or registration, if applicable.

WORK CLASS	NAME OF SUBCONTRACTOR	SUBCONTRACTOR GDOT VENDOR ID

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 and to request a change to a subcontractor over the course of the project.

**Identify the bridge manufacturer/supplier's name and address. If the supplier is not known at the time of bid submittal, acknowledge that the supplier shall be on GDOT's Qualified Products List No. 9.**

**Bridge Manufacturer/Supplier:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ I acknowledge that the bridge manufacturer/supplier shall be on GDOT's Qualified Products List No. 9.



**EXCEPTIONS TO SPECIFICATIONS**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

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

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

**CERTIFICATION  
SUSPENSION AND DEBARMENT  
ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayette County, Georgia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

**ANTI-LOBBYING CERTIFICATION**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**SWORN STATEMENT OF NON-COLLUSION**  
**ITB 2418-B: Phillips Lake Dam and Kozisek Lake Dam Rehabilitation**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted Bid.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President / Vice President or Individual Owner or  
Partner (Strike through all except the one which applies)

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Federal ID NO. / IRS No.)

"General Decision Number: GA20240291 01/05/2024

Superseded General Decision Number: GA20230291

State: Georgia

Construction Type: Heavy

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

SUGA2017-006 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.99	0.00
CARPENTER, Excludes Form Work....	\$ 21.64	3.90
CEMENT MASON/CONCRETE FINISHER...	\$ 19.02	3.29
ELECTRICIAN.....	\$ 28.39	9.15
LABORER: Common or General.....	\$ 13.98 **	1.38
LABORER: Pipelayer.....	\$ 17.11 **	3.23
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.17	4.70
OPERATOR: Bulldozer.....	\$ 16.29 **	0.00
OPERATOR: Crane.....	\$ 25.45	0.00
OPERATOR: Loader.....	\$ 17.86	0.65
OPERATOR: Roller.....	\$ 11.89 **	0.00
PIPEFITTER.....	\$ 24.72	13.82

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.



Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"