



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

October 3, 2024

Subject: Invitation to Bid #2492-B Micro Surfacing

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for the above listed solicitation in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 12:00p.m., Friday, October 18, 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: **2492-B**

Bid Name: **Micro Surfacing**

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

Bids will be received at the above address until 3:00p.m, Wednesday, October 30, 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", enclosed within a blue oval scribble.

Ted L. Burgess
Chief Procurement Officer

TLB/sw

GENERAL TERMS AND CONDITIONS

ITB #2492-B Micro Surfacing

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. 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 to:

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

Bid Number: **2492-B**

Bid Name: **Micro Surfacing**

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. **Quantities are Estimates:** Quantities listed herein are estimates for the project specified. If the quantity exceeds listed estimates, the County reserves the right to order additional quantities at the prices stated in the bid of the Successful Bidder.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be at the discretion of the County.
15. **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.
16. **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.

17. **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.
18. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
19. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
21. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

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

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

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
23. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
24. **Insurance:** The Successful Bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the Successful Bidder is executed, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful 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

25. **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).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **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.
28. **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.

29. **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.
30. **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.
31. **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.
32. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If ~~a~~ 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 ~~any~~ 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.
33. **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.
34. **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.

35. **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.
36. **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.
37. **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.

Checklist of Required Documents

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

ITB #2492-B Micro Surfacing

- Company information – on the form provided _____

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

- Pricing sheet _____

- List of exceptions, if any – on the form provided _____

- References – on form provided _____

- Addenda, if Any _____

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

ITB #2492-B Micro Surfacing
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 _____, _____, 20____ 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 _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

COMPANY INFORMATION
ITB #2492-B Micro Surfacing

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: _____

REFERENCES
ITB #2492-B Micro Surfacing

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

SCOPE OF WORK

ITB #2492-B Micro Surfacing

Introduction:

Fayette County, Georgia is seeking bids from qualified contractors to provide crack sealing, single surface treatment and/or scrub seal with micro surfacing or eFlex micro surfacing on the following roads:

FAYETTE COUNTY

- Crack Sealing, Surface Treatment & Micro Surfacing
 - Adams Road – 40,615 SY (3.09 miles) – Tyrone Road to Sandy Creek Road
 - South Jeff Davis Drive – 25,985 SY (2.10) – City Limits to County Line Road
 - Veterans Parkway – 56,350 SY (4.05) – City Limits to SR 92
- Crack Sealing, Surface Treatment & eFlex Micro Surfacing
 - Brierwood Court – 1,860 SY (0.11) – Brierwood Drive to Dead End
 - Brierwood Drive – 5,350 SY (0.41) – Callaway Road to Shelby Lane
- Scrub Seal and Micro Surfacing
 - Callaway Road – 21,610 SY (1.60 miles) – SR 54 to South Jeff Davis Drive
 - Morning Creek Court – 770 SY (0.06) – Morning Creek Way to Dead End
 - Morning Creek Way – 4,325 SY (0.30) – Simpson Road to Dead End
- Scrub Seal and eFlex Micro Surfacing
 - Shelby Lane – 6,445 SY (0.56) – Callaway Road to Dead End
- Crack Sealing, Mastic and Micro Surfacing
 - Ravens Landing – 5,195 SY (0.37 miles) – County Line Road to Dead End

The specifications can be found below:

1. The successful contractor shall provide the following treatments on an estimated 14.29 miles of Fayette County roads:
 - Crack Seal application – 10.13 miles
 - Mastic – 160 SY
 - Surface treatment – 6.15 miles (130,160 SY)
 - Scrub seal with cover aggregate application – 2.52 miles (33,150 SY)
 - Single application of micro surfacing – 11.57 miles (155,100 SY)
 - Single application of eFlex micro surfacing – 1.08 miles (13,655 SY)
2. All work will be done by **GDOT SPECIFICATIONS**, which includes the following but not limited to:
 - Section 424 – Bituminous Surface Treatment

- Section 428 – Micro Resurfacing
 - Special Provision 420 – Bituminous Scrub Seal
3. The funding for this project includes Fayette County's LMIG funds provided by GDOT. Due to this funding source the contractor must use only approved GDOT material sources from the GDOT QPL list and supply the County with required tickets of all materials used on the project.
 4. Bituminous surface treatment will be an either a single or double surface treatment with #89 stone.
 5. Single application of micro surfacing will be placed at a spread rate of 24 lbs/sy.
 6. Surface treatment will be placed from the center line and stop 6" before reaching the edge of pavement, typically where the edge striping is located.
 7. Once the micro surfacing has been completed the contractor must place temporary paint centerline on the road within 24 hours. All additional temporary striping shall be included in the Mobilization and Traffic Control lump sum amount.
 8. The County will be responsible for coordinating the final thermoplastic pavement markings, raised pavement markers and all stop bars.
 9. Mastic will be used to cover existing allegation in pavement on Raven's Landing.
 10. Contractor must warranty their work for a minimum period of one (1) year when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear.
 11. Contractor will be responsible for all traffic control during the project
 12. Contractor will prepare and distribute a flyer to the affected residents within the Subdivision roads with contact numbers to request information and potential lane or road closures 3 days in-advance of the project beginning.
 13. County will supply a general information letter to the affected residents within the Subdivision roads of the project 7 days in advance of the project
 14. The County will allow the Contractor to close single roads within a subdivision up to 2 hours at a time each with a pre-approved schedule that can be sent out with the 7 day County issued letter.
 15. If Contractor is going to use any subcontractors on this project Fayette County would like a list provided with each company's name, contact person and number and was portion of the task this subcontractor will be performing included in the bid package.

In addition to the above work for Fayette County the Town of Brooks is requesting similar treatments on the following roads:

TOWN OF BROOKS

Town of Brooks is requesting to also be included in this scope of work, but quantities and project will be invoiced separately.

- Scrub Seal and Micro Surfacing
 - Brooklet Way – 4,926 SY (0.39 miles) – Brooks Road to Dead End
 - Brookside Lane – 5,476 SY (0.43) – McIntosh Road to Dead End
 - Railroad Ave – 551 SY (0.08) – Hwy 85 Connector to Dead End
- Crack Sealing, Surface Treatment and Micro Surfacing
 - Carrington Lane – 6356 SY (0.50 miles) – Brooks Road to Dead End

PRICING SHEET
ITB #2492-B Micro Surfacing, page 1 of 2

Responder agrees to perform all the work described in the Contract documents for the following prices:

Fayette County

Description	Unit of Measurement	Quantity	Unit Price	Extended Unit Price
Mobilization & Traffic Control	Lump Sum (LS)	1		
Crack Seal	Linear Mile (LM)	11		
Mastic	Square Yard (SY)	175		
Surface treatment	Square Yard (SY)	143,000		
Single application of micro surfacing	Square Yard (SY)	123,000		
eFlex micro surfacing	Square Yard (SY)	61,000		
Scrub seal with Cover application	Square Yard (SY)	36,000		
5" Yellow Temporary Paint	Linear Mile (LM)	25		
Total Project Price				

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

PRICING SHEET

ITB #2492-B Micro Surfacing, page 2 of 2

TOWN OF BROOKS

Description	Unit of Measurement	Quantity	Unit Price	Extended Unit Price
Mobilization & Traffic Control	Lump Sum (LS)	1		
Crack Seal	Linear Mile (LM)	.5		
Surface treatment	Square Yard (SY)	6,992		
Single application of micro surfacing	Square Yard (SY)	19,040		
Scrub seal with Cover application	Square Yard (SY)	12,048		
Total Project Price				

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

Combined Project Total	
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COMPANY NAME _____

EXCEPTIONS TO SPECIFICATIONS

ITB #2492-B Micro Surfacing

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

COMPANY NAME _____