

January 28, 2025

# Subject: Invitation to Bid 2527-B: Kedron Dam Intake Telescoping Valve

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified vendors for the installation of a telescoping valve at the Lake Kedron Dam intake structure. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held on **Monday, February 24th, 2025, at 9:30 a.m. at 616 Wingspread in Peachtree City, Georgia**. 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 Colette Cobb, Contract Administrator, in writing via email to <a href="mailto:ccobb@fayettecountyga.gov">ccobb@fayettecountyga.gov</a> or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Thursday, February 27, 2025.

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: 2527-B Bid Name: Kedron Dam Intake Telescoping Valve

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

**Bids will be received at the above address until 3:00 p.m., Tuesday, March 4, 2025,** 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,

< 101 Ted L. Burgess

Chief Procurement Officer

# GENERAL TERMS AND CONDITIONS ITB 2527-B: Kedron Dam Intake Telescoping Valve

#### 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 <u>www.fayettecountyga.gov</u>. 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: 2527-B Bid Name: Kedron Dam Intake Telescoping Valve 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. **Brand Name**: If items in this Invitation to Bid have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 13. **Bidder Substitutions**: Bidders offering substitutions or deviations from specifications stated in the Invitation to Bid, shall list such substitutions 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.
- 14. **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.
- 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. **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.
- 18. 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).
- 19. 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.
- 20. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of

Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

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

- 21. **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.
- 22. **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.
- 23. **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

- 24. **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).
- 25. 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 or the U.S. Treasury's list of approved bond sureties (Circular 570).

- 26. **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.
- 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-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.

- 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 2508-B: Roof Replacement – Fayette County Training Center and Restroom Pavilion

Company information – on form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) – on form provided	
Pricing sheet* - on form provided	
Bid Bond*	
List of exceptions, if any – on form provided	
References – on form provided	
Addenda signed, if any are issued	
*FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION	
COMPANY NAME:	

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2527-B: Kedron Dam Intake Telescoping Valve 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 \_\_\_\_\_, \_\_\_, 2025 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 \_\_\_\_\_, 2025.

#### NOTARY PUBLIC

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

# COMPANY INFORMATION ITB 2527-B: KEDRON DAM INTAKE TELESCOPING VALVE

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: Fax Number:
C. PROJECT CONTACT PERSON
Name:
Title:
Phone Number:
E-mail Address:

# REFERENCES ITB 2527-B: KEDRON DAM INTAKE TELESCOPING VALVE

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	·
	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	
	Email
COMPANY NAME	

# Pricing Sheet ITB 2527-B: Kedron Dam Intake Telescoping Valve

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

Bid for telescoping valve, per specification	\$ 
Contingency Allowance	\$ 5,000.00
Total Bid	\$

#### NOTES:

- 1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
- 2. All warranties shall be included in your total quoted amount.

State Brand Quoted \_\_\_\_\_\_

State time needed to commence work after Notice to Proceed is issued \_\_\_\_\_ Days.

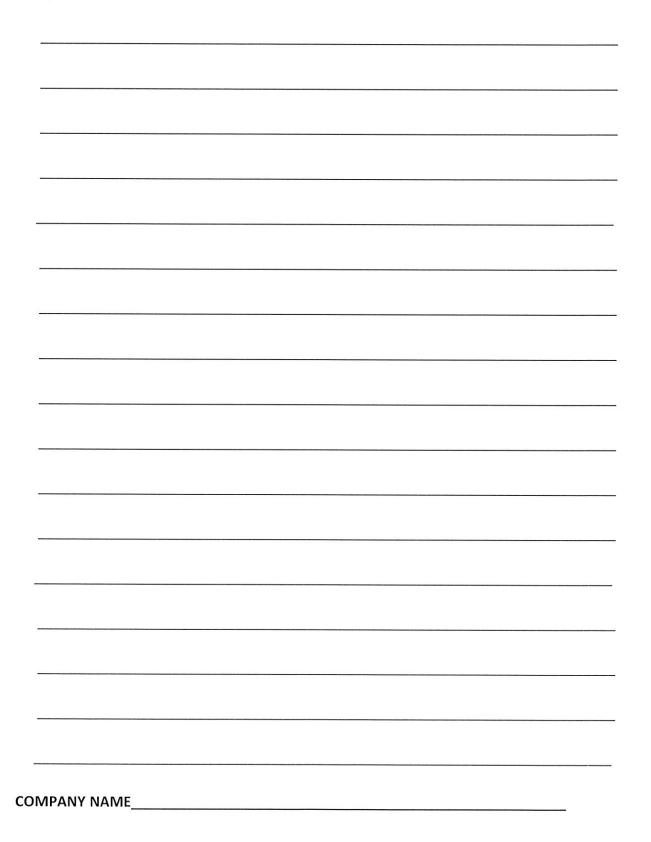
State length of time needed to complete project \_\_\_\_\_ Days.

State, List or Attach the terms of your warranty (minimum 1-year warranty on all work provided): \_\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

# EXCEPTIONS TO SPECIFICATIONS ITB 2527-B: Kedron Dam Intake Telescoping Valve

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



# SCOPE AND SPECIFICATION ITB #2527-B: Kedron Dam Intake Telescoping Valve

### INTRODUCTION

Fayette County Water System is seeking bids from qualified vendors for the installation of a telescoping valve at the Lake Kedron Dam intake structure. Lake Kedron Dam is a Category 1 earthen embankment dam located at 616 Wingspread in Peachtree City, Georgia. Construction of the dam was completed in 1987 for the Fayette County Water System with the primary purpose to serve as a drinking water source. It has a normal pool elevation of 835 feet above sea level. The principal spillway is a 113-feet wide concrete broad-crested weir and downslope chute. The intake structure serves as monitoring station, downstream flow control, and low-level drain for the reservoir.

#### BACKGROUND

During dry periods when Lake Kedron is below full pool, water is released to meet minimum downstream flow requirements. The water is released from a fixed location on the intake structure. Fayette County Water System has determined that the water quality at the fixed location is not desirable and having the option to select differing water depths is necessary. A telescoping valve will be installed to allow this water depth selection and provide better water quality during release. To complete this work, the use of scuba will be required, a custom fabricated elbow and spool, telescoping valve, bracing and hand operator will be installed on the intake structure.

#### SCOPE OF WORK

The selected contractor shall provide all permits, materials, equipment, mobilization, demobilization, appropriate commercial diving certifications, and labor as needed to perform repairs and installation. The selected contractor shall reference and utilize the attached Lake Kedron Intake Structure Modifications Drawing sheet & specifications (C-01). Services will include the following:

#### INTAKE EXTERIOR TELESCOPING VALVE INSTALLATION, includes but is not limited to:

- 1) The Contractor is responsible for properly securing equipment and materials.
- 2) Work hours shall be 8:00 a.m. to 5:00 p.m., Monday Friday. Work outside FCWS business hours may be approved by FCWS with minimum one-week notice.
- 3) Contractor will be liable for any damage caused during the duration of the project.
- 4) Contractor is responsible for personnel, vehicles, tools, and equipment.
- 5) There is a **No Tobacco** policy on all Fayette County property and buildings.
- 6) Contractor to install SS 10-inch Stainless Steel spool, support brackets, telescoping valve, operating stem and guide brackets, valve operator and spool extension, and handwheel and extension per attached specification.
- 7) Contractor to verify all dimensions on the Kedron Intake Structure prior to ordering equipment and materials and notify Fayette County Water system (FCWS) of any discrepancies.

- 8) Contractor to coordinate with FCWS during construction to prevent disruptions to normal operations of intake water structure. Project to be completed without lowering the normal operating level of Lake Kedron.
- 9) Contractor to ensure telescoping valve specifications are consistent with attached engineer drawing description.
- 10) Contractor to coordinate with valve manufacturer for a spool or actuator extension to elevate the handwheel operator centerline 34-inches (2ft, 10in) above the raw water structure finished floor elevation.
- 11) Contractor to verify that the handwheel operator will not come in conflict with existing electrical and instrumentation.
- 12) Contractor to provide and connect to existing 10-inch orifice with custom fabricated 304 Stainless Steel long radius 90-degree bend.
- 13) Contractor to ensure proper operation of newly installed telescope valve with hand wheel operator.
- 14) Contractor to remove and dispose of all construction debris.

#### **ADDITIONAL WORK**

Vendor will coordinate with the representative of selected telescoping valve manufacturer (Trumbull Manf. Inc., Troy Valve, or FCWS approved equal) and ensure manufacturer warranty is provided to FCWS.

Vendor will provide the following submittals for FCWS approval, including:

- Proof of certification in commercial diving.
- Shop drawing for of the custom 90-degree bend for installation outside the 10-inch wall pipe opening to FCWS for approval before fabrication.
- Shop drawings with critical field dimensions and relationships to other critical features of the Intake Structure.
- Product data and drawing of the telescoping valve as specified in the Lake Kedron Intake Structure Modifications Drawing sheet & specifications (C-01).
- Manufacturer's standard schematic drawings and diagrams modified to delete information that is not applicable to the work and supplement standard information to provide information specifically applicable to the work.

Vendor will report to owner any additional work needed not covered above. Vendor agrees that the Contingency Allowance is for the sole use of Owner to cover unanticipated costs. The Contingency Allowance shall only be used with prior written authorization by the County Administrator.

Vendor agrees to provide minimum 1-year warranty to all work provided.

