



**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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April 1, 2025

**Subject: Invitation to Bid 2567-B: Traffic Signal - QTS @ Tyrone Road Construction**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for construction of a traffic signal at the intersection of QTS and Tyrone Road. You are invited to submit a bid in accordance with the information contained herein.

A pre-bid conference will not be held for this project.

Questions concerning this Invitation to Bid should be addressed to Sherry White in writing via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov). Questions will be accepted until 3:00 p.m., Thursday, April 17, 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: 2567-B

Bid Name: Traffic Signal - QTS @ Tyrone Road Construction

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

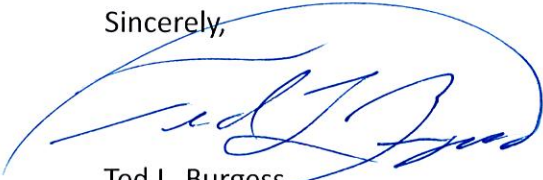
**Bids will be received at the above address until 3:00 p.m., Wednesday, April 23, 2025, in the Purchasing Department, Suite 204.** Bids will be opened at that time.

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 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**

**QTS TRAFFIC SIGNAL and GUARDRAIL on TYRONE ROAD  
Fayette County, GA**

**Invitation to Bid: 2567-B**

***PREPARED BY:***  
**FAYETTE COUNTY PUBLIC WORKS**  
**Fayetteville, GA 30214**

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**Checklist of Required Documents**

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

**ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

Company information – on the form provided \_\_\_\_\_

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) – form provided \_\_\_\_\_

Bid Bond\* \_\_\_\_\_

References – on form provided \_\_\_\_\_

Pricing sheet\* \_\_\_\_\_

List of exceptions to specifications, if any – on the form provided \_\_\_\_\_

GDOT Prequalification Table and Documentation – form provided \_\_\_\_\_

Signed Addenda (if issued) \_\_\_\_\_

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

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

## INTRODUCTION

### ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road

This project is for installation of a traffic signal, supporting equipment, and guardrail at the QTS Data Center's driveway on Tyrone Road. The drive is located approximately 1,200 feet north of SR 54. The purpose of the project is to manage QTS construction traffic.

Fayette County has acquired all the necessary rights of entry, 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.

This intersection handles significant traffic associated with construction activities on the QTS campus. The Contractor is responsible for coordinating work activities with QTS.

The project shall be constructed per the ATL@ AT TYRONE RD SIGNAL PERMIT PLANS prepared by Kimley Horn and dated 1/9/2025.



## GENERAL TERMS AND CONDITIONS

### ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road

1. **Definitions:**
  - a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
  - b. **Successful Bidder:** The company or individual that is awarded a contract.
  - c. **Contractor:** The Successful Bidder, upon execution of the contract.
  - d. **County:** Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the Invitation to Bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Invitation to Bid, except to the extent that a bidder takes written exception to such provisions, and the County agrees to the exception. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this Invitation to Bid may result in rejection of the bid.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award.
4. **Bidder's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the Invitation to Bid in the form of an addendum on the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). It is the responsibility of the prospective bidder to check the website for any addenda issued for this Invitation to Bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this Invitation to Bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a *sealed* opaque envelope. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

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

Bid Number: 2567-B

Bid Name: **QTS Traffic Signal and Guardrail on Tyrone Road**

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. **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.
14. **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.
15. **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.

16. **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).
17. **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.
18. **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.

19. **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.

20. **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.
21. **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

22. **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).
23. **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).
24. **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.
25. **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.

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

32. **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.
33. **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.
34. **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.
35. **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.



**PROJECT SPECIFIC TERMS AND CONDITIONS**  
**ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

- A. Reference and Incorporation of GDOT Specifications** - Unless noted otherwise in this Invitation to Bid (ITB), the Georgia Department of Transportation’s Standard Specifications Construction of Transportation Systems, most recent edition, are incorporated by reference into the Project Manual and contract documents. All work shall be performed in accordance with the GDOT 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. Fayette County is the owner of the project and shall serve as the administrator of the contract in lieu of “The Department”. Copies of the documents can be obtained from the GDOT website.

- B. Schedule** – The signal shall be operational within **sixty (60) calendar days** of the Contractor receiving the Notice to Proceed (NTP), and all work shall be complete within **one hundred and twenty (120) calendar days** of the NTP. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.

**If the bidder feels this schedule is not achievable due to material lead times or other reason, they should state so, in writing, during the Bidder’s Question period.** Fayette County will evaluate any information provided and adjust the schedule as appropriate.

- 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://fayettedcountyga.gov/information/county\\_holidays.htm](https://fayettedcountyga.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 7:00 AM and 7:00 PM.

- E. Prequalification of Bidders** – The Prime Contractor shall be GDOT prequalified in each of the Work Classes listed below. The Prime Contractor shall provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. Fayette County reserves the right to consider a contractor’s GDOT prequalification’s and past performance when determining if a bid is responsive and responsible.

| <u>Class</u> | <u>Description</u>          |
|--------------|-----------------------------|
| 150          | Traffic Control             |
| 647          | Traffic Signal Installation |



The bid package shall include the required documentation demonstrating the above items are satisfied. Failure to provide the documentation may result in the bid being disqualified.

- F. **OSHA** – Adhere to the Occupational Safety and Health Administration’s (OSHA) excavation standards, *29 Code of Federal Regulations (CFR) Part 1926, Subpart P* for excavation and trenching operations.
- G. **Contractor Staging** – No staging area is provided by Fayette County for the project beyond the acquired right-of-way and easements for the project. Contractor staging shall not interfere with traffic on County roads.
- 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 twelve (12) 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. **Section 102 Bidding Requirements and Conditions** – This section of the GDOT Specifications is removed in its entirety from this ITB.
- K. **Section 103 Award and Execution of Contract** – This section of the GDOT Specifications is removed in its entirety from this ITB.
- L. **Section 105.09 Authority and Duties of the Resident Engineer** – The Resident Engineer shall be designated by Fayette County.
- M. **Section 105.10 Duties of the Inspector** – Inspectors may be employed by Fayette County or Fayette County’s designated Engineer.
- N. **Section 106.11 Field Laboratory** – A field laboratory is not required.

- O. Section 107.02 Permits and Licenses** – The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work unless otherwise stated in the Contract Documents.
- P. Section 108.03 Prosecution and Progress** - The Contractor shall furnish the County, for approval, a progress schedule following the receipt of the Notice to Proceed and prior to the pre-construction conference. The Contractor shall provide a revised progress schedule at the end of each month showing the proposal plan to prosecute the balance of the work. No payments will be made to the Contractor while delinquent in the submission of a progress schedule or a revised progress schedule.
- Q. Section 108.08 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 | Per Calendar Day Beyond Schedule 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.



- R. **Section 109.07 Partial Payment** – At the end of each month the Contractor shall submit a pay application to the Engineer and County for review. The total value of items complete in place will be verified by the Engineer and certified for payment. No payments will be made to the Contractor while delinquent in the submission of a progress schedule or a revised progress schedule.
- S. **Section 150 Traffic Control** – See Special Provision.
- T. **Section 639 Strain Poles for Overhead Signs and Signal Assemblies** – Strain poles for overhead signs and signal assemblies to be in accordance as noted on the plans.
- U. **Section 647 Traffic Control Signal Installation** – The contractor shall install all equipment, poles, bases, wiring, and incidental materials required for a complete and functional traffic control signal installation according to this section unless otherwise noted on the plans.
- V. **Section 680 Highway Lighting** – The contractor shall install all roadway lighting and luminaire for roadway lighting systems to the specifications and plans.
- W. **Section 682 Electrical Wire, Cable, and Conduit** - The contractor shall install all wire, cable, conduit, junction boxes and grounding for electrical power required for a complete and functional traffic control signal installation according to this section unless otherwise noted on the plans.
- X. **Section 670 Water Distribution System** – Section 670 Water Distribution System - All Water Systems impacts to be in strict accordance with Fayette County Water System Specifications and as noted on the plans.
- Y. **Section 936 Closed Circuit Television** – Contractor shall furnish, install, test and provide warranty and training for a CCTV camera system as noted in the specifications and plans.
- Z. **Section 937 Detection Systems** – Contractor shall furnish, install, test, and provide warrant and training for detection systems according to this section and on the plans.

**COMPANY INFORMATION**  
**ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

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

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

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

2567-B QTS Traffic Signal  
\_\_\_\_\_  
Name of Project

**Fayette County, Georgia**  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 2023 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

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



**REFERENCES**

**ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. **Include at least two (2) successfully completed projects of similar scope and size within the past five (5) years.** 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** \_\_\_\_\_

**Pricing Sheet**

**ITB #2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

| PAY ITEM                   | ITEM DESCRIPTION   | ESTIMATED QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
|----------------------------|--|--------------------|------|------------|----------------|
| 150-1000                   | TRAFFIC CONTROL  | 1                  | LS   |            |                |
| 151-1000                   | MOBILIZATION   | 1                  | LS   |            |                |
| 636-1036                   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11               | 8                  | SF   |            |                |
| 639-1430                   | TREATED TIMBER POLE, TYPE 4, 30 FT                           | 4                  | EA   |            |                |
| 636-2070                   | GALV STEEL POST, TP 7  | 20                 | LF   |            |                |
| 639-1600                   | GUY AND ANCHOR ASSEMBLY                                      | 4                  | EA   |            |                |
| 641-1200                   | GUARDRAIL, TP W  | 300                | LF   |            |                |
| 641-5001                   | GUARDRAL ANCHORAGE, TP 1                                     | 1                  | EA   |            |                |
| 641-5012                   | GUARDRAL ANCHORAGE, TP 12                                    | 1                  | EA   |            |                |
| 641-5015                   | GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING | 1                  | EA   |            |                |
| 647-1000                   | TRAFFIC SIGNAL INSTALLATION                                  | 1                  | LS   |            |                |
| 653-0120                   | THERMOPLASTIC PVMT MARKING, ARROW, TP 2                      | 4                  | EA   |            |                |
| 653-1704                   | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE                | 47.5               | LF   |            |                |
| 653-6004                   | THERMOPLASTIC TRAF STRIPING, WHITE (DETAIL "A" HATCHED AREA) | 94                 | SY   |            |                |
| 656-4001                   | REMOVE EXIST TRAF MARKINGS, THERMOPLASTIC                    | 31                 | SY   |            |                |
| 681-5112                   | LUMINAIRE BRACKET ARM, 10 FT ARM                             | 1                  | EA   |            |                |
| 682-6120                   | CONDUIT, RIGID, 2 IN   | 90                 | LF   |            |                |
| 936-1010                   | CCTV SYSTEM, TYPE H (INLCUDING 300' CAT-6 CABLE)             | 1                  | EA   |            |                |
| 937-6040                   | VIDEO DETECTION SYSTEM                                       | 1                  | LS   |            |                |
| 938-1100                   | INTERSECTION VIDEO DETECTION SYSTEM ASSEMBLY, TYPE A         | 4                  | EA   |            |                |
| <b>Total Project Price</b> |  |                    |      |            |                |

**Note:**

1. All project costs 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.
3. How many days to commence work after Notice to Proceed is issued: \_\_\_\_\_ (days)
4. How many days to have signal operational after NTP: \_\_\_\_\_ (days)
5. Confirm ability to complete all work within 120 days of NTP: \_\_\_\_\_ (initial)

State, List or Attach the terms of your warranty, if applicable:

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



**GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)  
 CONTRACTORS AND SUBCONTRACTORS  
 PREQUALIFICATION TABLE  
 ITB 2567-B: QTS Traffic Signal and Guardrail on Tyrone Road**

The Prime Contractor and/or Subcontractor(s) shall be GDOT prequalified in each of the Work Classes listed below. In addition, the Prime Contractor shall provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. Fayette County reserves the right to consider a contractor's GDOT prequalification's and past performance when determining if a bid is responsive and responsible.

| <b>WORK CLASS</b> | <b>DESCRIPTION</b>          | <b>PRIME or SUB.<br/>GDOT VENDOR ID</b> |
|-------------------|-----------------------------|---|
| 150               | Traffic Control             |   |
| 647               | Traffic Signal Installation |   |
|                   |                             |   |

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.



**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**SECTION 150 – TRAFFIC CONTROL**

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**150.1 GENERAL DESCRIPTION**

This section, as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Temporary Traffic Control (TTC) Plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, pedestrian signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

All traffic control devices used during the construction of the project shall meet the standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Georgia Construction Standards and Details, Project Plans, Design Manuals, and Special Provisions. When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The current edition of the MUTCD shall be in effect for the duration of the project.

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, the permanent safety features shall be installed and fully operational before making the change. The cost of performing this work shall be included in Traffic Control-Lump Sum.

The Contractor shall prepare and submit a Temporary Traffic Control Plan for review and approval by Fayette County at least seven (7) calendar days prior to mobilization. The Plan shall include information on lane closures, traffic phasing, access to private property, etc. At least one 12-foot travel lane shall always remain open for traffic and access to properties. All signs, pavement markings, flagging operations, etc. shall be in accordance with the MUTCD.

**150.2 WORK ZONE RESTRICTIONS**

The Engineer may restrict construction operations if the Work would seriously disrupt traffic flow when unusual traffic conditions exist, such as during holidays or bad weather.

Intermittent and/or daily single-lane closures shall be subject to the approval of the Engineer. Each lane closure request shall be made at least 48 hours in advance of the time the lane closure



is to be implemented. Lane closures will not be allowed to remain unless being utilized continuously for the purpose for which they were set up. No lane closures shall be permitted on school days between the hours of 7:00 am to 8:30 am and 3:30 pm to 5:30 pm without prior approval by the Engineer.

It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work. The Worksite Traffic Control Supervisor (WTCS) shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travel lane.

### **150.3 SUBMITTALS / PRECONSTRUCTION**

#### **A. Contractor Responsibilities**

The Contractor will select the appropriate traffic control means and methods for the work in accordance with Part 6 of the current edition of the MUTCD and the Georgia Department of Transportation Standards, Specifications, and

Special Provisions (Section 150). Variation(s) from these documents or special conditions or operations will require approval of the Engineer.

The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, paces, or other activities that disrupt traffic flow. The Engineer may require detailed staging and TTC plans for lane closures. These plans shall be submitted for approval at least two (2) weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

#### **B. Sequence of Operations**

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the work while minimizing the impact on mainline, cross-streets, and side streets. The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, paces, or other activities that disrupt traffic flow. These plans shall be submitted for approval at least two (2) weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the County, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval thirty at least (30) calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer, they are no longer necessary for the satisfactory progress of the Work.

The County will not pay, or in any way, reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Contract or from an approved Contractor alternate.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved TTC plan, proposed by the Contractor, shall be submitted to the Engineer for approval.

The above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

**150.4 ENFORCEMENT AND ADJUSTMENTS**

The safe passage of traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 - Traffic Control will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non-performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project, except erosion control and traffic control, taking corrective action as specified in Section 105, and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

| <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> | <b>Daily Charge when School is in Session</b> |
| \$0  | \$100,000               | \$250               | \$500   |
| \$100,000  | \$1,000,000             | \$650               | \$1,300                                       |
| \$1,000,000  | \$5,000,000             | \$1,300             | \$2,600                                       |
| \$5,000,000  | \$20,000,000            | \$2,000             | \$4,000                                       |

### **150.5 MEASUREMENT AND PAYMENT**

Payments will be made as a percent complete (as measured by schedule unless approved otherwise by Fayette County) of the lump sum price bid, which shall include all traffic control not paid for separately.

All of the requirements of Section 150 shall be in full force and effect. The cost of complying with these requirements will not be paid for separately but shall be included in the overall lump sum price.