



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

May 11, 2023

Subject: Invitation to Bid #2258-B: Utility Locating

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for underground locating and marking services. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this Invitation to Bid should be addressed to Natasha M. Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Thursday, May 25, 2023.**

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 Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214
Attention: Contracts Administrator

Bid Number:2258-B
Bid Name: Utility Locating

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

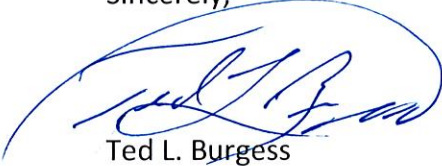
Bids will be received at the above address until 2:00 p.m., Thursday, June 1, 2023, in the Purchasing Department, Suite 204. Bids will be opened at that time.

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
Director of Purchasing

GENERAL TERMS AND CONDITIONS

ITB #2258-B: Utility Locating

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “County” shall mean 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. 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 until the date of contract award, unless the bidder takes exception to this provision in writing.
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 with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is 2258-B, and
 - c. The bid name, which is Utility Locating.

Mail or deliver one (1) original unbound 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
Attention: Contracts Administrator

Bid Number: 2258-B
Bid Name: Utility Locating

You may submit 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 by the time and date of the scheduled bid opening will not be considered unless the delay is a result of action or inaction by the County.
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 quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices 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 period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller 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 the responsibility 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. **Partial Award:** The County reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the County. Bidders may restrict their bids to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the invitation to bid. Bidders who do not restrict consideration of their bids in this manner shall be expected to accept any portion of the bid awarded. The County reserves the right to award multiple contracts for the products or services sought by this invitation to bid.
18. **Secondary Contracts:** The County may award a secondary contract to the responsive, responsible bidder making the second lowest bid. Considerations in selecting a secondary contract will be the same as for the primary contract.
19. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.

20. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
21. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
22. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

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

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

23. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.

24. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2024. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the County to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
25. **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.
26. **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 offeror 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

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. **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.

Checklist of Required Documents

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

ITB #2258-B: Utility Locating

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 _____

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

COMPANY NAME: _____

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

#2258-B: Utility Locating

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: _____

COMPANY INFORMATION
ITB #2258-B: Utility Locating

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 #2258-B: Utility Locating

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 AND SPECIFICATION
ITB #2089-B: Utility Locating

SCOPE OF WORK:

Provide the necessary labor, equipment, tools, materials and supplies to perform underground locating and marking services, as necessary, to comply with O.C.G.A. 25-9, the Georgia Utility Facility Protection Act, and all subsections, and PSC Subject 515-9-4, Enforcement Procedures Under the Georgia Utility Facility Protection Act, and all subsections, for all underground water infrastructure owned by the Fayette County Water System (FCWS).

LOCATION OF THE PROJECT:

Fayette County Water System service area, Fayette County, Georgia.

Fayette County is 199 square miles in size. The Water System provides water to residents and businesses in Brooks, Peachtree City, Tyrone, Woolsey, parts of Fayetteville and unincorporated Fayette County. The distribution system has approximately 720 miles of water main and more than 33,000 water meters.

The UTILITY LOCATE CONTRACTOR shall perform only the utility locate work assigned to it by the Fayette County Water System. No other entity may assign or approve work other than the Fayette County Water System.

The UTILITY LOCATE CONTRACTOR shall identify, locate, and mark all Fayette County Water System distribution system infrastructure on behalf of the Fayette County Water System, to comply with the Georgia Utility Facility Protection Act.

The UTILITY LOCATE CONTRACTOR agrees to receive transmittals directly from Georgia811 for the dispatching of requests. No additional cost for this receiving service will be incurred by the Fayette County Water System.

The UTILITY LOCATE CONTRACTOR agrees to respond to the Positive Response Information System (PRIS) in compliance with the Georgia Utility Facility Protection Act.

The Fayette County Water System will provide the UTILITY LOCATE CONTRACTOR with access to water infrastructure maps (hard copy, PDF, GIS), on hand. These maps show general locations of utility facilities. Only the general location of facilities can be displayed due to the scale of these maps. The UTILITY LOCATE CONTRACTOR shall survey the area of each locate request to determine if facilities have been installed more recently than the revision date of the maps. Map indications shall not be used as the sole reference for marking facility locations. Any such maps, drawings, sketches, or other technical information either oral, written, or otherwise furnished or disclosed to or obtained by The UTILITY LOCATE CONTRACTOR in the performance of this Contract shall remain the property of the Fayette County Water System. All copies of such information shall be returned to the Fayette County Water System upon written request

or at the completion of this Contract. Maps may or may not show measurements. Measurements are not guaranteed to be one hundred percent accurate. (NOT all infrastructure is mapped. NOT all maps are As-Built).

The UTILITY LOCATE CONTRACTOR shall identify and mark Fayette County Water System infrastructure (water mains, water services, water meters, etc.), in response to Georgia811 notifications.

The UTILITY LOCATE CONTRACTOR shall identify and mark Fayette County Water System infrastructure (water mains, water services, water meters, etc.), in response to Large Project agreements.

The UTILITY LOCATE CONTRACTOR shall request assistance from the Fayette County Water System in determining locations of underground infrastructure that cannot be identified by The UTILITY LOCATE CONTRACTOR. The UTILITY LOCATE CONTRACTOR shall request clarification of Fayette County Water System records deemed unclear, incorrect, inaccurate, or misleading. The locator shall notify FCWS immediately upon being unable to locate any water main or water service. FCWS will assist, as needed, to complete locate.

The UTILITY LOCATE CONTRACTOR shall furnish all labor, materials, and equipment necessary to perform the obligations contained herein except for the maps required to be furnished by the Fayette County Water System. All equipment shall be reliable and in good condition. Contractor personnel shall be skilled, trained, equipped, and experienced in all duties including, but not limited to, underground utility locating and marking.

The UTILITY LOCATE CONTRACTOR shall guarantee their service by accepting liability for damages due to erroneous locates. In cases where the cause of the damage is unclear or Water System records are grossly in error, a mutual investigation by The UTILITY LOCATE CONTRACTOR and the Fayette County Water System will be completed. The final determination of fault will be determined by the Fayette County Water System.

The Fayette County Water System agrees to dispatch the UTILITY LOCATE CONTRACTOR to all underground facility damage reports as soon as possible. The UTILITY LOCATE CONTRACTOR shall meet Fayette County Water System personnel on site to verify the accuracy of the locate markings. A complete investigation shall be performed by the UTILITY LOCATE CONTRACTOR on all damages regardless of who is at fault. Reports, statements, cleared requests and photographs shall comprise the investigation. These materials shall be made available to the Fayette County Water System.

The UTILITY LOCATE CONTRACTOR shall be on duty to receive and respond to the emergency requests from Georgia811. Charges for this service shall be the same as regular locates. Four-hour response time to all emergency locates shall be guaranteed. The assigned locator shall be dispatched, and the excavator notified that a locator is on the way with an estimated time of

arrival. The contractor's representative should be available during and after-hours, to respond to reports of damaged FCWS infrastructure.

The Fayette County Water System reserves the right to perform utility locating activities during the term of this Agreement using Water System crews.

The UTILITY LOCATE CONTRACTOR shall immediately report damage observed or caused to Fayette County Water System infrastructure or facilities.

Additional Information:

The Fayette County Water System, currently, receives 20,000 to 25,000 utility locate requests annually. Approximately 40% are marked as response code 1, 55% are responded to with response code 5 and 5% with other response codes. Large Project locates, linear footage varies year to year.

Normal GA 811 Locates will be performed internally by Fayette County Water System personnel, however, should it become necessary, The UTILITY LOCATE CONTRACTOR will be requested to perform locates on normal GA 811 tickets.

Fayette County, GA's One Call code (CDC Code, AKA 811 Member Code) is FAY01.

Since July 2022, **429,252 LF** of infrastructure have been located as part of the current contract.

The Fayette County Water System infrastructure is comprised of, but not limited to PVC, Ductile Iron, Cast Iron, Transite, Copper, Plastic, Galvanized, etc.

General water main and water service information can be provided for 90% of the Distribution System.

PVC water mains may or may not have trace wire or magnetic locate tape installed within the pipeline ditch.

Ground Penetrating Radar (GPR) has been used successfully to locate many PVC water mains.

5 to 10 percent of Water System infrastructure may be located within a roadway, under a sidewalk or cart path or within a utility easement. Some infrastructure may be located on private property.

PRICING SHEET
ITB #2258-B: Utility Locating

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

Type of Ticket	Estimated Tickets	Price per Ticked Located	Extended Price
Normal GA811 Locate Tickets	10,000	\$	\$
Type of Ticket	Estimated Linear Feet (LF)	Price per LF Located	Extended Price
Large Project Locates	650,000	\$	\$
Total Bid			\$

NOTES:

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

COMPANY NAME: _____

EXCEPTIONS TO SPECIFICATIONS

ITB #2258-B: Utility Locating

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

COMPANY NAME: _____