



Fayette COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-8420
www.fayettecountyga.gov

April 4, 2014

Subject: Invitation for Bids

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from a qualified firm or contractor to perform certain maintenance tasks at five (5) Georgia Department of Transportation (GDOT) inspected bridges, in accordance with the information and specifications contained herein. Descriptive literature and all other required information shall be included with your bid. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420 or email address tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST - SUITE 204
FAYETTEVILLE, GEORGIA 30214
BID #901
REFERENCE: BRIDGE MAINTENANCE

Bids will be received at the above address until 3:00 p.m., Tuesday, April 22, 2014 in the Purchasing Department, Suite 101. Bids will be opened at approximately 3:00 p.m. April 22, 2014. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

Bids will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications 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:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. 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 can be found in the cover letter to the invitation to bid document or on the web site, and
 - c. The “reference” which identifies the bid, which can be found in the cover letter or the web site.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), 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

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. **Alternate Bids:** 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 an error in extension of prices or totals in the bid, the unit prices shall govern.
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. **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.
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. **Arrears:** Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.

18. **Partial Award:** The County reserves the right to make award by bridge, by group of bridges, by any combination of bridges, 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.
19. **Discounts:** 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 acceptance at destination 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. For payment of full invoice price, minimum terms of net 30 are preferred.
20. **Trade Secrets - Confidentiality:** A bid is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a bidder must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Bid." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your bid being disqualified. See O.C.G.A. 50-18-72 as amended by 2012 H.B. 397 for specific Georgia law on this subject.
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. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
23. **Insurance:** The successful bidder shall, without expense to the county, carry 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 certificate shall list an additional insured as follows:

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

24. **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.
25. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
26. **Indemnification:** The successful bidder shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The successful bidder shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
27. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
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. **Bid Bond:** You must include a bid bond equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
30. **Performance and Payment Bonds:** Bids shall include a letter stating that the bidder can and will provide performance and payment bonds, each equal to 100 percent of the contract value, upon being awarded the contract. Prior to execution of a contract, the successful bidder shall submit the bonds to the county, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Bid)

BID #901 BRIDGE MAINTENANCE

Be sure to include with your bid or proposal:

- **Work Authorization Documents:** Contractor Affidavit _____

- Bid bond _____

- Letter assuring
 - Performance bond _____

 - Payment bond _____

- Insurance Certificate _____

- Pricing sheets _____

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

- Company information – on the form provided _____

- References – on form provided _____

COMPANY NAME: _____

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

BID #901 BRIDGE MAINTENANCE

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 _____, _____, 2014 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 _____, 201 _____.

NOTARY PUBLIC

My Commission Expires:

BRIDGE MAINTENANCE SPECIFICATIONS

Fayette County, Georgia will be accepting bids for performing certain maintenance tasks at Five (5) GDOT inspected bridges.

All work shall be completed within 120 calendar days from the notice to proceed.

Certain items in this bid may be eliminated by Fayette County, if necessary to stay within the allocated budget.

All materials and workmanship associated with this project shall meet GDOT specifications for construction materials, methods and procedures.

The successful Bidder must be registered with GDOT as a Pre-qualified Contractor or subcontractor and have five (5) years of verifiable experience in construction and maintenance of similar bridges.

Respondents are expected to visit each site, if necessary, to familiarize themselves with the conditions so an informed bid can be submitted.

The successful contractor is responsible for requesting utility locates, if needed.

The successful contractor is responsible for providing their own traffic control and work zone safety devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements.

Lane closures will be allowed for the successful contractor to perform this work. The need for total road closures with this project is not anticipated and will only be considered on a case-by-case basis. The following stipulations apply to lane closures:

- Any lane closures must be coordinated through the Fayette County Road Department at least 48 hours in advance. Fayette County will coordinate with other county agencies that need to be notified.
- Lane closures will be allowed only during the times when the contractor is actually onsite.
- Lane closures must include certified traffic flaggers.

Extending pile encasements: This work is to be done in accordance with GDOT Standard Specifications 547.

Sealing bridge deck joints is to be done in accordance with GDOT Standard Specifications section 461.

Repairing spalls: Repair spalls in Portland concrete bridge decks in accordance with GDOT Standard Specifications section 451. However, do not repair defective (spalled) joint areas less than 6 in (150 mm) long and 1.5 in (40 mm) wide under this Specification. Thoroughly clean and seal them with silicone sealant as part of the joint sealing operation specified in Section 461.

PRICING SHEET

Eastin Rd @ Whitewater Creek 0.12 miles east of the newly opened Veterans Pkwy Structure ID: 113-5002-0 Location ID: 113-00047X-001.38W	
Clean & Seal Deck Joints, Type D Silicone 122 LF Including repair of minor spalls (< 6"x1.5") at deck joints	\$

Jenkins Rd @ CSX Railroad (639497L) 0.32 miles west of Eastin Road Structure ID: 113-5008-0 Location ID: 113-00075X-000.79E	
Clean & Seal Deck Joints, Type D Silicone 196 LF	\$

Bankstown Rd @ Norfolk Southern RR (718827H) 0.60 miles south of Price Road Structure ID: 113-5014-0 Location ID: 113-00167X-001.76S	
Clean & Seal Deck Joints, Type D Silicone 117 LF Including repair of minor spalls (< 6"x1.5") at deck joints	\$

Morgan Mill Rd @ Whitewater Creek 0.55 miles east of Padgett Road Structure ID: 113-5013-0 Location ID: 113-00165X-000.55E	
Clean & Seal Deck Joints, Type D Silicone 140 LF	\$

Ebenezer Church Rd @ Whitewater Creek 0.49 miles west of Redwine Road Structure ID: 113-5025-0 Location ID: 113-00287X-001.15W	
Clean & paint all piles	\$

DISCOUNT IF AWARDED ALL LOCATIONS _____

NET DISCOUNTED AMOUNT _____

COMPANY NAME: _____

PRICING SHEET - CONTINUED

DOT PRE-QUALIFICATION/CERTIFICATION NO. _____

LIST AREA(S) CERTIFIED IN *(relevant to this project scope)* _____

STATE PAYMENT TERMS _____.

STATE WARRANTY ON PARTS, (IF ANY) _____

COMPANY'S NAME _____

BIDDER'S QUALIFICATION SHEET – BID #901

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

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

INFORMATION PAGE

Company _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Physical Address of Business _____

Mailing Address (If Different) _____

Telephone Number:() _____

Cellular Number:() _____

Fax Number:() _____

Email Address: _____

If you do not submit a bid, please indicate in writing your reason(s) why and return that information to the Purchasing Department. Failure to do so may cause your company's name to be removed from the bidders list, as the information is needed for our files.