



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

June 4, 2021

Subject: Invitation to Bid #1973-B: Country Lake Estates Stormwater Replacement

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for replacing, in-kind, failing and deteriorating corrugated metal pipes with reinforced concrete pipe within the Country Lake Estates subdivision. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Ted Burgess in writing via email to tburgess@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00 p.m., Thursday, June 17, 2021.

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
Attention: Contracts Administrator

Bid Number: 1973-B

Bid Name: Country Lake Estates Stormwater Replacement

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

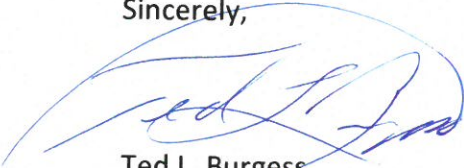
Bids will be received at the above address until 12:00 p.m., Wednesday, June 23, 2021 in the Purchasing Department, Suite 204. A virtual bid opening will be held that day at 3:00 p.m. You may view the bid opening at https://fayettecountyga.gov/administration/BOC/county_commission_meetings.htm.

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", is written over a light blue circular scribble.

Ted L. Burgess
Director of Purchasing

SPECIFICATIONS
COUNTRY LAKE ESTATES
STORMWATER REPLACEMENT
Fayette County, GA

1973-B: Country Lake Estates Stormwater Replacement

Prepared For:
Fayette County Environmental Management
140 Stonewall Ave. West, Suite 203
Fayetteville, GA 30214

Prepared By:

POND

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092
678.336.7740
www.pondco.com

26 May 2021 ITB No. 1973-B

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CHECKLIST OF DOCUMENTS TO RETURN
ITB #1973-B: Country Lake Estates Stormwater Replacement

Return this checklist and the documents in the order listed below with your submittal.

- Bid Bond * _____

- Project Pricing Sheet * _____

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

- GDOT Prequalification Documentation _____

- Exceptions Form, if any _____

- Company Information Form _____

- Contractor Experience Form _____

* Failure to execute and return this document will make the bid non-responsive and not eligible for award consideration.

COMPANY NAME: _____

INTRODUCTION

Fayette County is soliciting Bids from Georgia Department of Transportation (GDOT) prequalified Contractors experienced with drainage improvements. The five (5) project locations listed below are located within the Country Lake Estates subdivision in Fayette County.

1. 265 Morning Springs Walk
2. 100 Acorn Ridge
3. 300 Morning Springs Walk
4. 110 Fiddlers Ridge
5. 145 Bayberry Run

The project consists of replacing, in-kind, failing and deteriorating corrugated metal pipes (CMPs) with Reinforced Concrete Pipe (RCP). This work may also include reconstructing or adjusting other miscellaneous roadway structures as specified in the Invitation to Bid (ITB), shown on the Plans, and/or as directed by Fayette County. Fayette County will provide construction oversight.

FAYETTE COUNTY GENERAL TERMS AND CONDITIONS
ITB #1973-B: Country Lake Estates Stormwater Replacement

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:** Each bid shall constitute a firm offer that is binding for sixty (60) 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 on or before the date and time listed on the cover letter. 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) projects that your company has completed that are of the same or similar nature to the work described in this invitation to bid, on the Contractor Experience Form provided. Include all information as requested on the Contractor Experience 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 **#1973-B**, and
 - c. The bid name, which is **Country Lake Estates Stormwater Replacement**

Mail or deliver one (1) original, unbound bid, signed in ink by a company official authorized to make a legal and binding offer, and a copy on a flash drive, 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. **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 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. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
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. **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.
16. **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.

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. **Determination of Lowest Bidder:** If the Invitation to Bid includes a base bid and alternates, the low bid will be determined based on the sum of the base bid and any alternates selected by the Owner.
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 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. **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.
25. **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 offer or 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

26. **Bid Bond:** You must 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 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).
27. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit a performance bond of 100 percent of the contract amount, and a payment bond of 100 percent of the contract value, 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).

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any 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.
35. **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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the county makes final payments to the contractor, and all other pending matters are closed.
41. **Breach of Contract:** In the event that the contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the county will notify the contractor in writing. The contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the contractor fails to cure the violation or breach within the ten-day time, the county shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The county shall be entitled to any and all damages permissible by law.
42. **Preconstruction Conference:** There shall be a preconstruction conference for this project with, at a minimum, Fayette County, Contractor, selected firm, utilities, testing agency, and Design Engineer.
43. **Testing and Suppliers:** All testing shall meet the requirements outlined in the GDOT Sampling, Testing and inspection guide. Contractors shall use suppliers on the appropriate GDOT Qualified Products List.

FAYETTE COUNTY PROJECT SPECIFIC TERMS AND CONDITIONS
ITB #1973-B: Country Lake Estates Stormwater Replacement

- 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, 2021 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. Copies of the documents can be obtained from the GDOT website.

- B. **Schedule** – Time is of the essence. The project shall commence within ten (10) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall be completed within **30 Calendar Days** of the Contractor receiving the NTP from Fayette County. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.
- 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 2021 Holiday Schedule is available on the County's website: https://fayettecountyga.gov/information/county_holidays.htm
- D. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Saturday (no Sunday work) and between the hours of **8:00 AM and 5:00 PM**.
- E. **Traffic Control** – The Contractor shall prepare a Traffic Control Plan for review and approval by Fayette County prior to mobilization, Morning Springs Walk and Bayberry Run may be closed to all vehicular traffic with a County approved detour plan. The Plan shall include information on lane closures, road closures, detours, access to private property, etc. Access to all homes shall be maintained at all times. All Traffic Control shall be in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) and GDOT Standards and Specifications.
- F. **Pavement Patching** – The Contractor shall complete temporary patching according to the pavement patching detail, specifications, and/or as directed by Fayette County.
- G. **Toilet Facilities** – The Contractor shall provide and maintain a portable toilet facility for workers during the duration of the project.
- H. **Prequalification of Bidders** – The Prime Contractor shall be prequalified with the Georgia Department of Transportation (GDOT) at a minimum in Work Class 500 or 550. In addition, the following are required:

1. The Contractor installing storm pipe (Prime or Subcontractor) shall be GDOT prequalified in Work Class 550 – Storm Drain Pipe; and
2. The Prime Contractor and/or Subcontractors to the Prime shall be Prequalified or registered in Work Class 150.

The bid package shall include a list of all companies comprising the project team (Prime and Subcontractor(s)) and documentation demonstrating the above item is satisfied. Failure to provide the documentation may result in the bid being disqualified.

- I. **Section 102 – Bidding Requirements and Conditions** – This section of the GDOT Specifications shall not apply for this ITB.
- J. **Section 103 – Award and Execution of Contract** – This section of the GDOT Specifications shall not apply for this ITB.
- K. **Section 105.05 Cooperation by Contractor** – The Contractor will be supplied with two hardcopy sets and one portable document file (PDF) copy of the approved Plans and Contract assemblies for this ITB. The Contractor shall always keep one hard copy set on the project site.
- 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 106.03 Samples, Tests, Cited Specifications** – For Work performed under Section 812 - Backfill Materials, all materials shall be inspected and tested by the Contractor before incorporation into the Work. The Contractor’s third party Quality Control Technician shall sample and test all quality control samples. The Contractor’s quality control tests may be used as acceptance tests at the discretion of the County or Engineer. Testing shall be paid for from the Allowance line item, backup data and invoices are required.
- O. **Section 106.11 Field Laboratory** – A field laboratory is not required.
- P. **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	Calendar Day or 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.

- Q. **Section 611 Relaying, Reconstructing, or Adjusting to Grade of Miscellaneous Roadway Structures** - This work includes reconstructing or adjusting catch basins as specified in the Proposal or on the Plans and/or as directed by Fayette County. Fayette County will determine the suitability of the salvaged material for use.
- R. **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 Public roads.
- S. **Permits and Licenses** – Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.
- T. **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.

- U. **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 Final Acceptance.

The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall have 30 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.

- V. **As-Built Survey** - The Contractor shall provide a third-party as-built survey of each stormwater system. The survey shall be stamped by a Register Land Surveyor (RLS) licensed in the state of Georgia and include, at a minimum, the following information:

1. Up- and down-gradient invert elevations, diameter, length, and slope for all new pipe segments.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications for the installation of storm pipe. In the event of a conflict the more stringent standard shall apply.

- W. **Special Allowance** – Due to the nature of the project and the potential for unforeseen conditions, it is anticipated that some additional work or modification to the scope may be required. A \$10,000.00 Allowance is to be included in the Base Bid, to be used to cover Claims (Section 105.13), Extra Work (Section 109.05), and Samples and Tests (Section 106.03). The procedures for submitting such requests are documented in the referenced Sections. If approved, the amount of the Claim or Extra Work will be deducted from the Allowance. Requests greater than the amount available in the Allowance category will require approval from the Fayette County Board of Commissioners. Any allowance remaining unused at the end of the project will be deducted from the Contract amount by a Contract Amendment.

BIDDER QUALIFICATIONS
ITB #1973-B: Country Lake Estates Stormwater Replacement

In addition to other requirements specified within the Bid Package, bidders shall meet the following minimum qualifications to be considered responsive and responsible. The bidder shall provide sufficient documentation to demonstrate these qualifications are satisfied. Minimum submittal requirements are indicated in italics.

1. Identify the project team. The Prime Contractor and/or Subcontractors shall be GDOT prequalified in GDOT work class areas as defined elsewhere in these Fayette County Terms & Conditions. *Provide a completed "Georgia Department of Transportation (GDOT) Prequalification Contractors and Subcontractors Table".*

2. Company contact information. *Provide a completed "Company Information Form".*

3. The Contractor and/or the designated Subcontractors shall have, within the past five years, successfully completed at least three stormwater infrastructure projects that include similar roadwork. *Provide a completed "Contractor Experience Form" demonstrating the requested experience.*

BID TABULATION SHEET
ITB #XXXX-X: Country Lake Estates Pipe Replacement

Item No.	Description	Estimated Quantity	Unit	Total Price
1	MOBILIZATION	1.00	LS	
2	TRAFFIC CONTROL	1.00	LS	
3	265 MORNING SPRINGS WALK PIPE REMOVAL AND REPLACEMENT	1.00	LS	
4	100 ACORN RIDGE PIPE REMOVAL AND REPLACEMENT	1.00	LS	
5	300 MORNING SPRINGS WALK PIPE REMOVAL AND REPLACEMENT	1.00	LS	
6	110 FIDDLERS RIDGE PIPE REMOVAL AND REPLACEMENT	1.00	LS	
7	145 BAYBERRY RUN PIPE REMOVAL AND REPLACEMENT	1.00	LS	
8	RECONSTR CATCH BASIN, GROUP 1 (GDOT 611-3000) ¹	2.00	EA	
9	RECONSTR CATCH BASIN, GROUP 1, ADDL DEPTH (GDOT 611-3001) ¹	15.00	LF	
10	ALLOWANCE	1.00	LS	\$ 10,000.00
Country Lake Estates Pipe Replacement Total Bid Price (Items 1 through 10)				

¹ LINE ITEMS 8 AND 9, RECONSTR CATCH BASIN, SHALL REQUIRE PRIOR APPROVAL FROM FAYETTE COUNTY.

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

1973-B: Country Lake Estates Stormwater
Replacement
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 _____, _____, 2021 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 _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) PREQUALIFICATION
CONTRACTORS AND SUBCONTRACTORS TABLE**

ITB #1973-B Country Lake Estates Stormwater Replacement

WORK CLASS	DESCRIPTION	GDOT VENDOR NAME	GDOT VENDOR ID
150	Traffic Control		
500	Concrete Structures		
550	Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe		

The Prime Contractor shall be Prequalified, at a minimum, in Work Class 500 or 550. In addition, the following are required:

1. The Contractor installing storm pipe (Prime or Subcontractor) shall be GDOT prequalified in Work Class 550 – Storm Drain Pipe; and
2. The Prime Contractor and/or Subcontractors to the Prime shall be Prequalified or registered in Work Class 150.

List below any other subcontractors, by company name and address, which may be used on the project for work in areas beyond those identified above.

Prior to issuing the Notice to Proceed, the Prime Contractor shall provide to Fayette County, for review and approval, GDOT Form DOT 485 for all subcontractors anticipated to be used on the project. Include documentation of their status as a prequalified contractor or registered subcontractor for each of the required work area classes not satisfied by the Prime.

If needed, GDOT Form DOT 485 shall be also be used to request a change to a subcontractor over the course of the project.

EXCEPTIONS TO SPECIFICATIONS
Invitation to Bid #1973-B: Country Lake Estates Stormwater Replacement

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

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____

COMPANY NAME: _____

COMPANY INFORMATION FORM
ITB #1973-B: Country Lake Estates Stormwater Replacement

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

Email Address: _____

CONTRACTOR EXPERIENCE FORM
ITB #1973-B: Country Lake Estates Stormwater Replacement

Project 1

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

Project 2

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

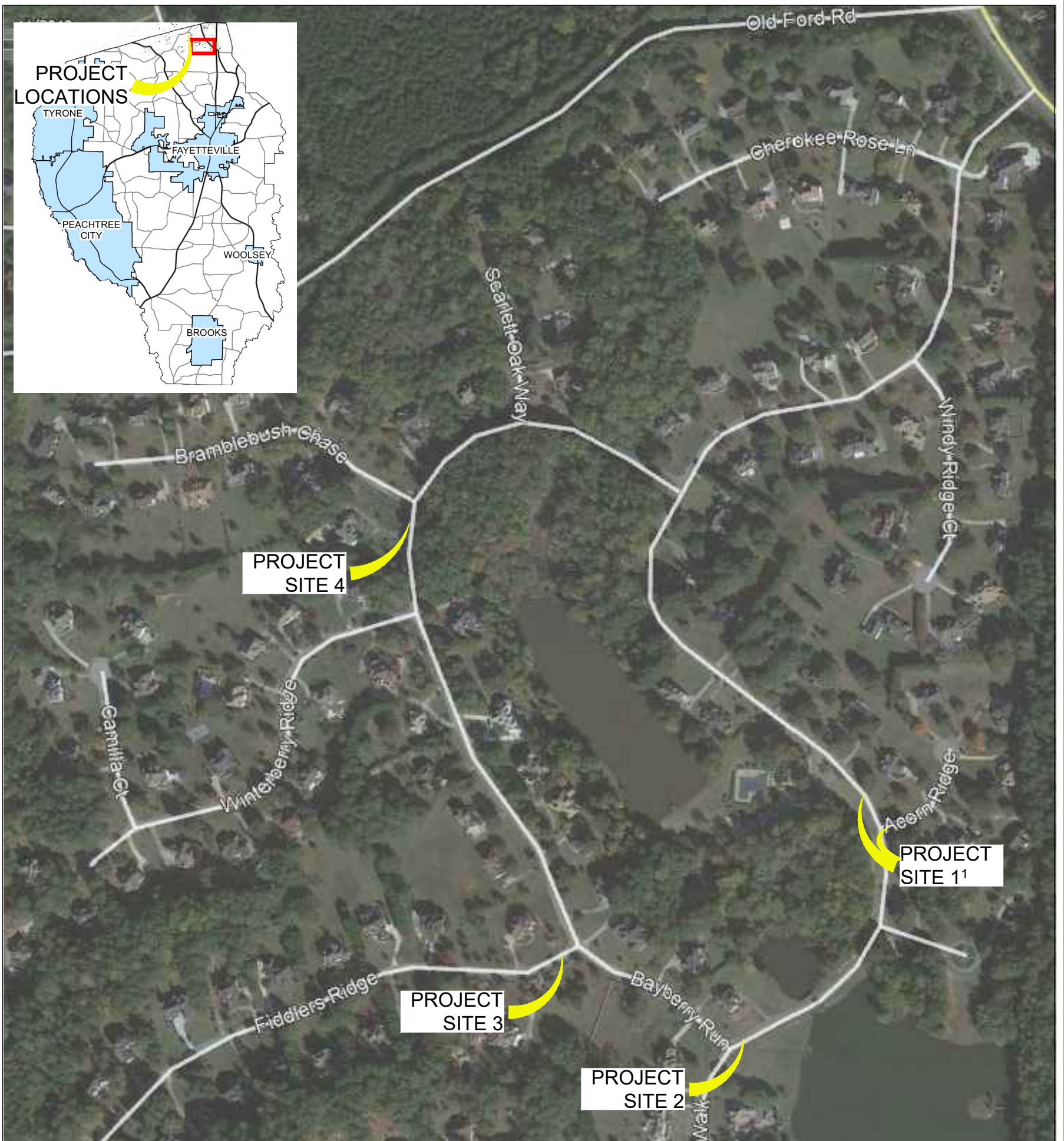
CONTRACTOR EXPERIENCE FORM - continued
ITB #1973-B: Country Lake Estates Stormwater Replacement

Project 3

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

FAYETTE COUNTY STORM CONVEYANCE IMPROVEMENT COUNTRY LAKE ESTATES

MAY 11, 2021



VICINITY MAP

SCALE: NTS

1. TWO PIPE REPLACEMENT LOCATIONS SHOWN ON ONE SHEET / PROJECT SITE.



FAYETTE COUNTY
PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL MANAGEMENT
140 STONEWALL AVENUE WEST, SUITE #203
FAYETTEVILLE, GA 30214
PHONE: 770-305-5410

COVER SHEET

G-001

CIVIL INDEX

SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	CIVIL INDEX AND GENERAL NOTES
V-101	PROJECT SITE 1 STORM DRAIN EXISTING CONDITIONS: 265 MORNING SPRINGS WALK ¹
V-101	PROJECT SITE 1 STORM DRAIN EXISTING CONDITIONS: 100 ACORN RIDGE ¹
V-102	PROJECT SITE 2 STORM DRAIN EXISTING CONDITIONS: 300 MORNING SPRINGS WALK
V-103	PROJECT SITE 3 STORM DRAIN EXISTING CONDITIONS: 110 FIDDLERS RIDGE
V-104	PROJECT SITE 4 STORM DRAIN EXISTING CONDITIONS: 145 BAYBERRY RUN
C-101	PROJECT SITE 1 PROPOSED REPLACE IN-KIND: 265 MORNING SPRINGS WALK ¹
C-101	PROJECT SITE 1 PROPOSED REPLACE IN-KIND: 100 ACORN RIDGE ¹
C-102	PROJECT SITE 2 PROPOSED REPLACE IN-KIND: 300 MORNING SPRINGS WALK
C-103	PROJECT SITE 3 PROPOSED REPLACE IN-KIND: 110 FIDDLERS RIDGE
C-104	PROJECT SITE 4 PROPOSED REPLACE IN-KIND: 145 BAYBERRY RUN

¹. TWO PIPE REPLACEMENT LOCATIONS SHOWN ON ONE SHEET / PROJECT SITE.

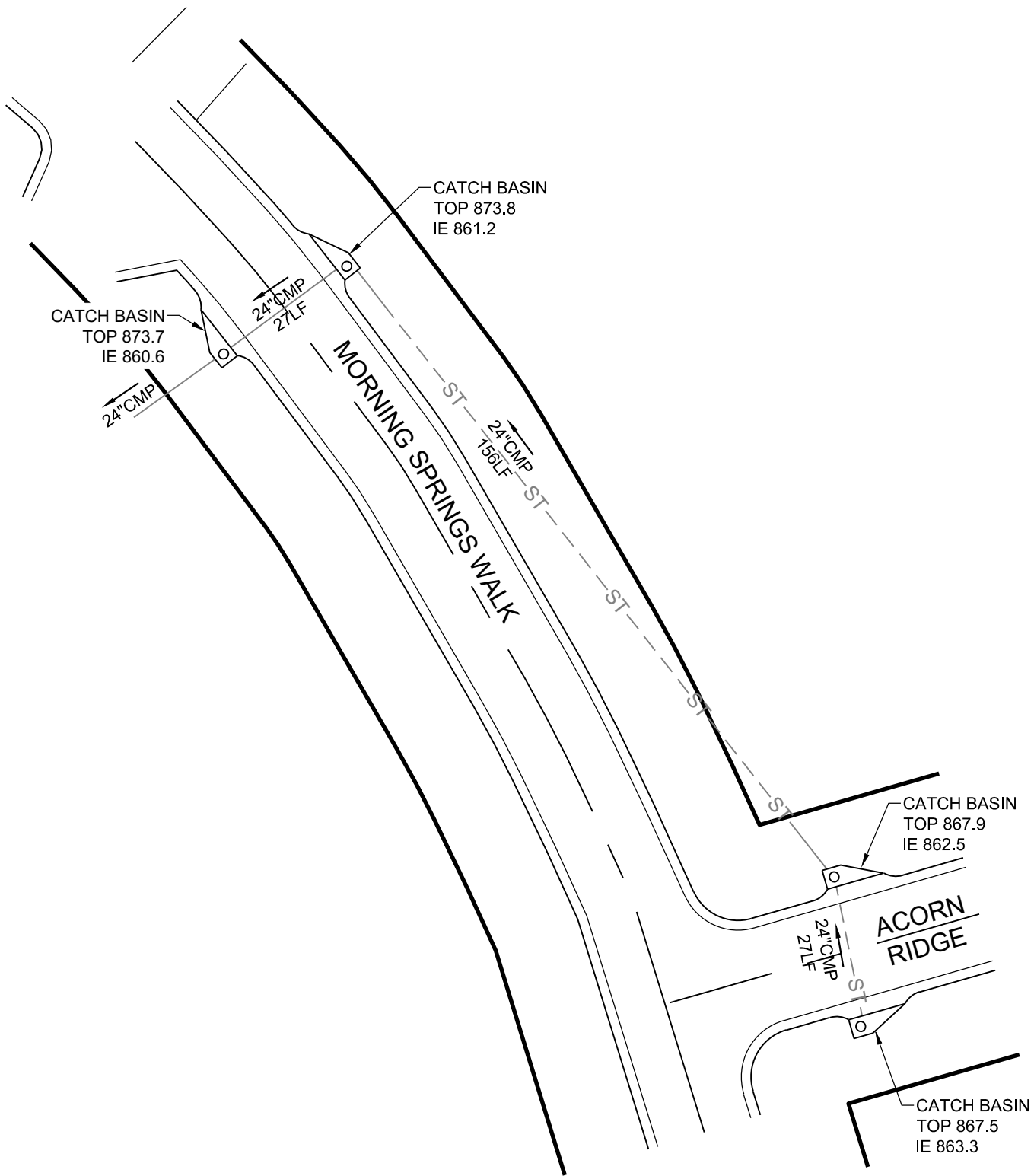
CIVIL GENERAL NOTE:

1. UNLESS NOTED OTHERWISE, THE GEORGIA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEMS, 2021 EDITION ARE INCORPORATED BY REFERENCE INTO THE PROJECT MANUAL AND CONTRACT DOCUMENTS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GDOT SPECIFICATIONS. THEY SHALL SUPERSEDE ALL OTHER SPECIFICATIONS UNLESS MORE STRINGENT REQUIREMENTS ARE LISTED.

FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

CIVIL INDEX AND GENERAL NOTES

G-002



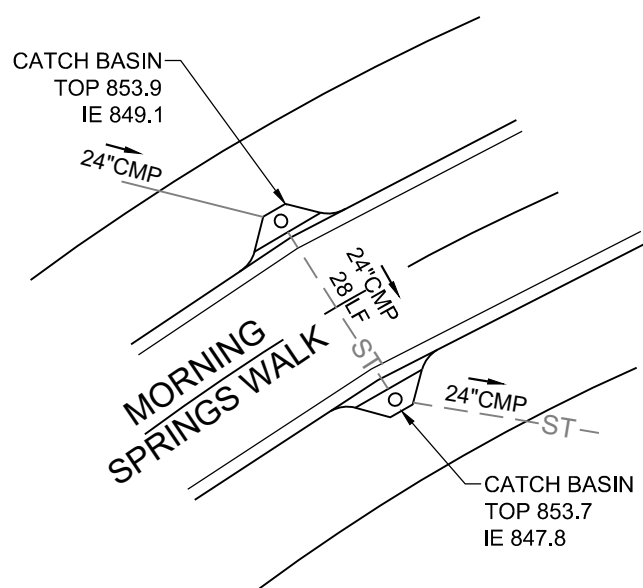
SCALE: 1" = 30'



FAYETTE COUNTY
PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL MANAGEMENT
140 STONEWALL AVENUE WEST, SUITE #203
FAYETTEVILLE, GA 30214
PHONE: 770-305-5410

PROJECT SITE 1
STORM DRAIN EXISTING CONDITIONS
265 MORNING SPRINGS WALK
100 ACORN RIDGE
LAND LOT 229, 13TH DISTRICT
FAYETTE COUNTY, GA

V-101



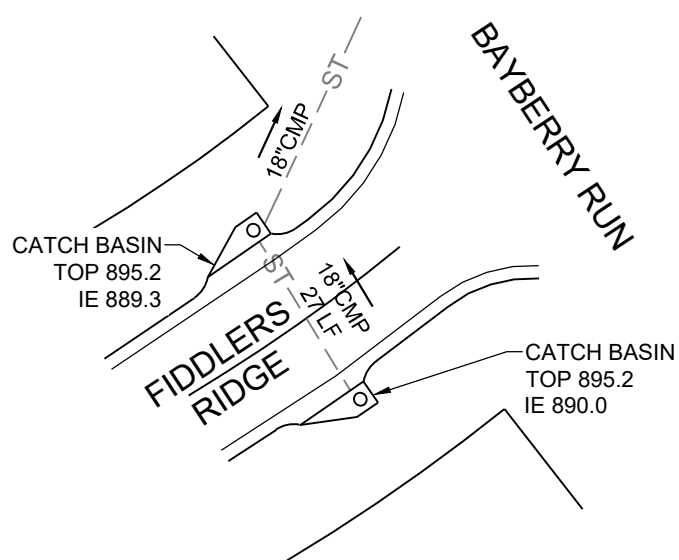
SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

PROJECT SITE 2
 STORM DRAIN EXISTING CONDITIONS
300 MORNING SPRINGS WALK
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

V-102



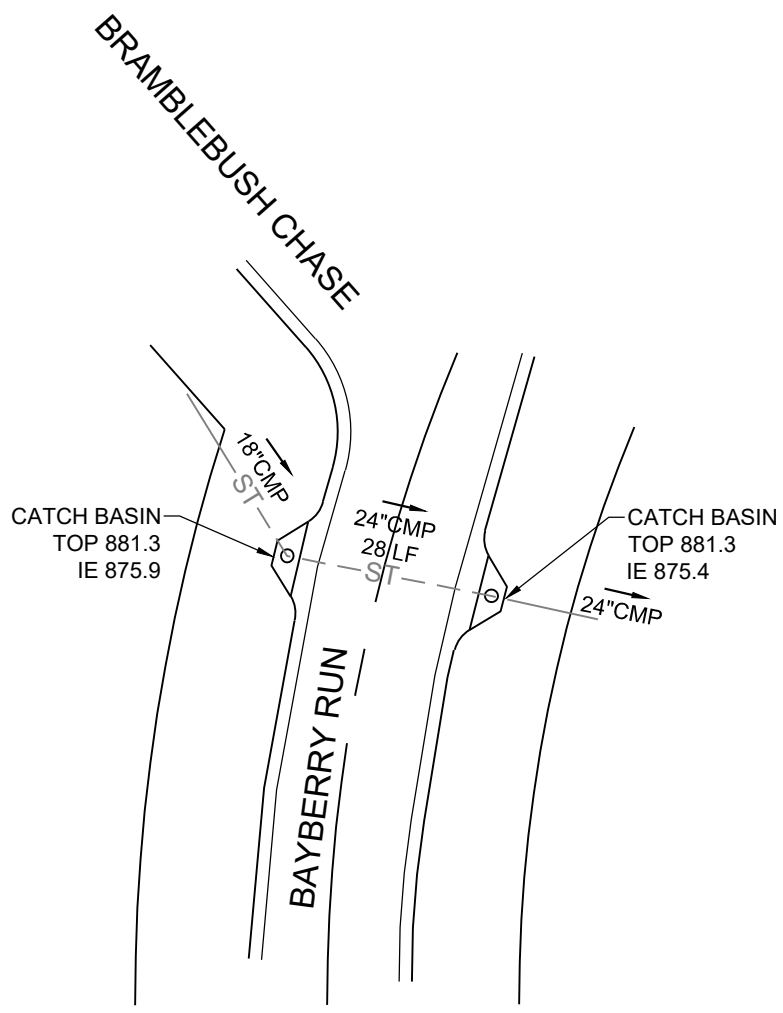
SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

PROJECT SITE 3
 STORM DRAIN EXISTING CONDITIONS
110 FIDDLERS RIDGE
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

V-103



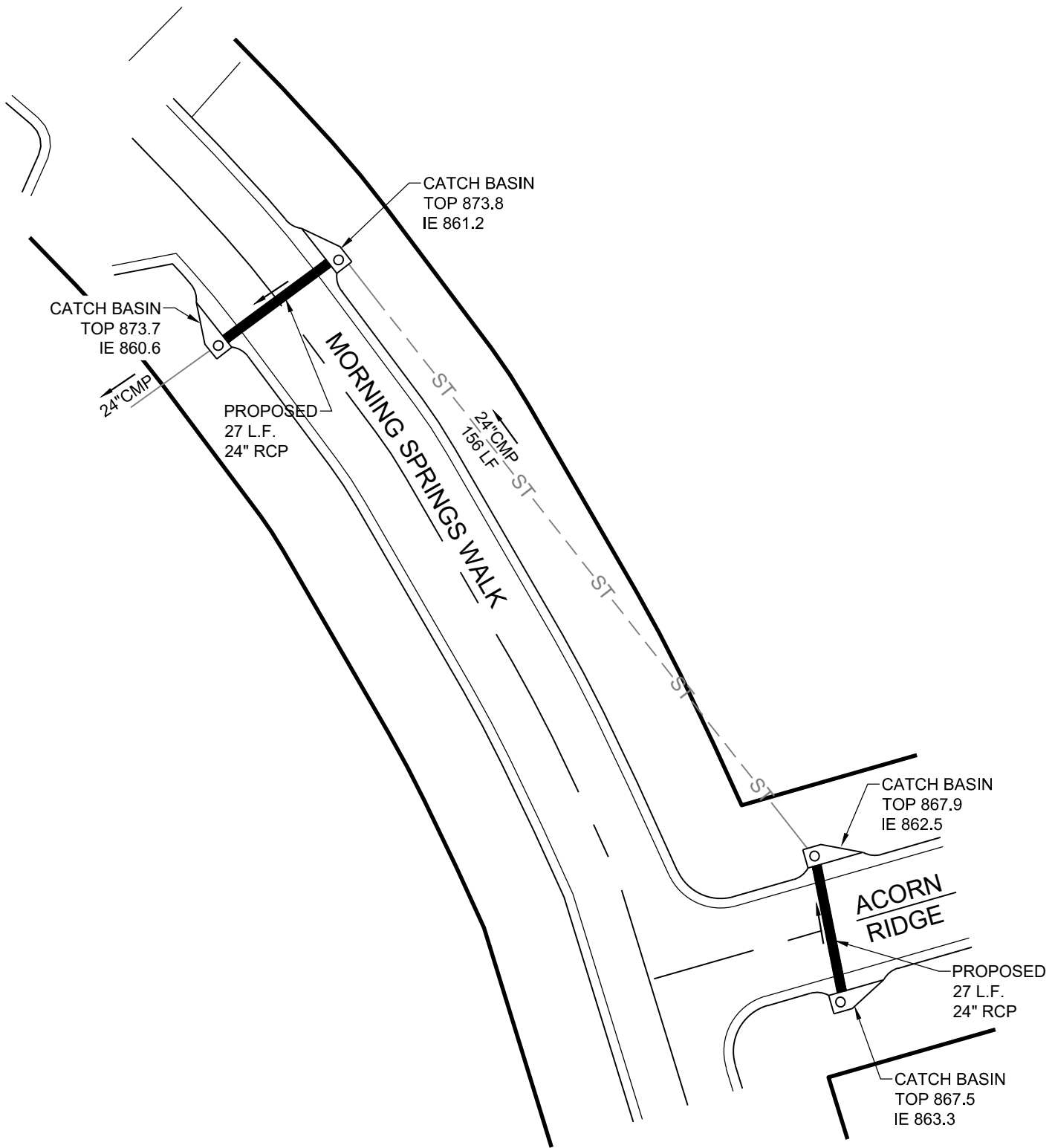
SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

PROJECT SITE 4
 STORM DRAIN EXISTING CONDITIONS
145 BAYBERRY RUN
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

V-104



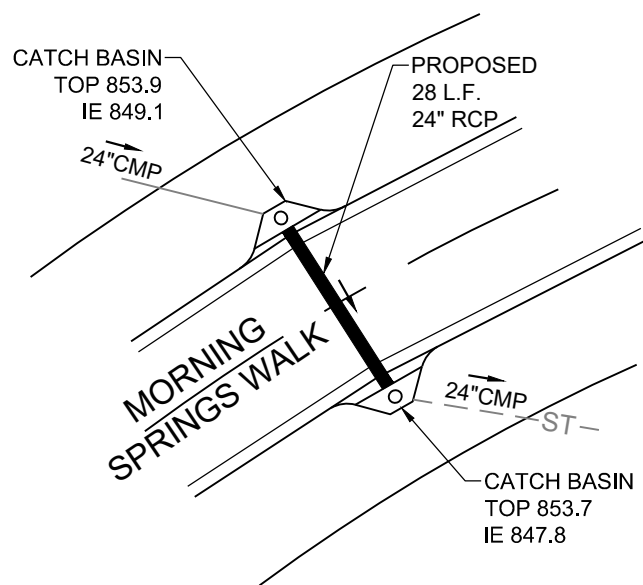
SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

PROJECT SITE 1
 PROPOSED REPLACE-IN-KIND
265 MORNING SPRINGS WALK
100 ACORN RIDGE
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

C-101



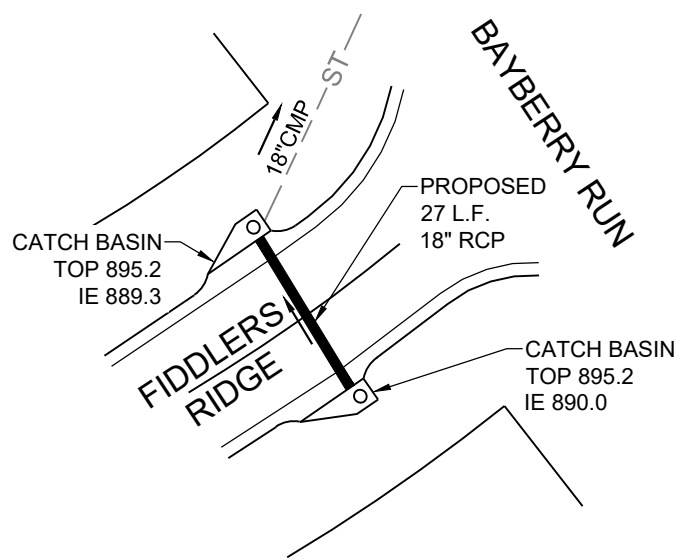
SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
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 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
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PROJECT SITE 2
 PROPOSED REPLACE-IN-KIND
300 MORNING SPRINGS WALK
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

C-102



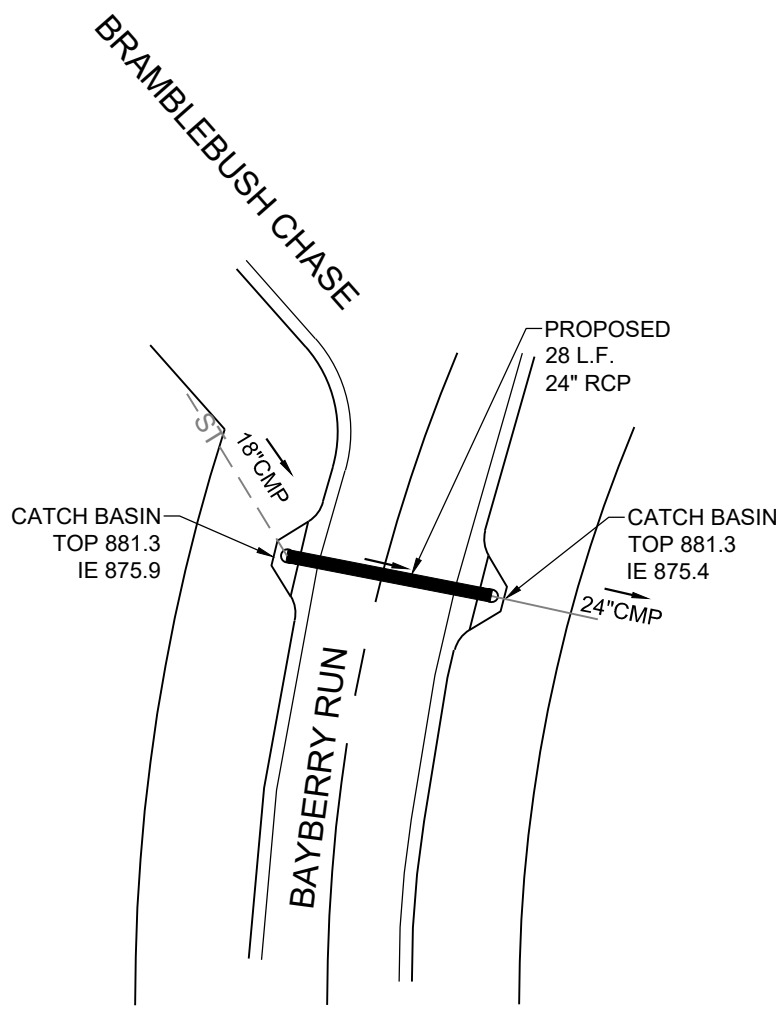
SCALE: 1" = 30'



FAYETTE COUNTY
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 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
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PROJECT SITE 3
 PROPOSED REPLACE-IN-KIND
110 FIDDLERS RIDGE
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

C-103



SCALE: 1" = 30'



FAYETTE COUNTY
 PUBLIC WORKS DEPARTMENT
 ENVIRONMENTAL MANAGEMENT
 140 STONEWALL AVENUE WEST, SUITE #203
 FAYETTEVILLE, GA 30214
 PHONE: 770-305-5410

PROJECT SITE 4
 PROPOSED REPLACE-IN-KIND
145 BAYBERRY RUN
 LAND LOT 229, 13TH DISTRICT
 FAYETTE COUNTY, GA

C-104

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

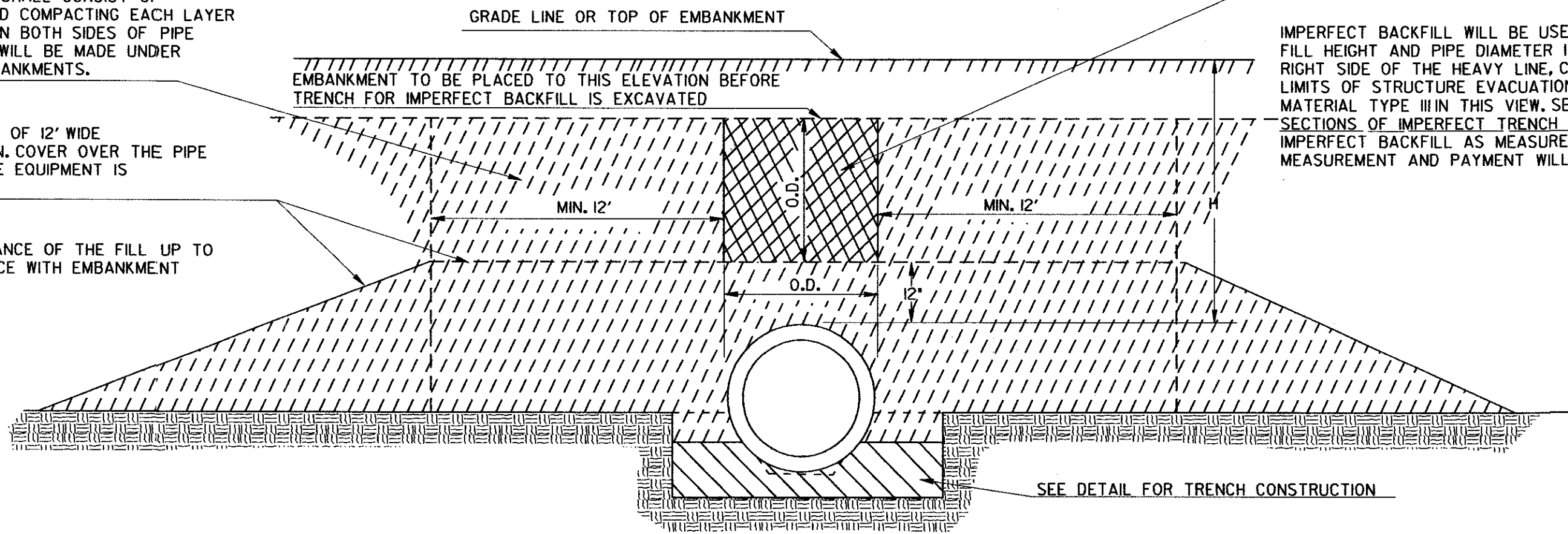
NORMAL BACKFILL

BACKFILL, AS SHOWN BY THE BROKEN LINE SECTIONS, SHALL CONSIST OF PLACING COMPACTABLE SOIL IN 6" (LOOSE) LAYERS AND COMPACTING EACH LAYER (ACCORDING TO GEORGIA STANDARD SPECIFICATIONS) ON BOTH SIDES OF PIPE FOR ITS FULL LENGTH. MEASUREMENT AND PAYMENT WILL BE MADE UNDER ROADWAY EXCAVATION ITEMS FOR FORMATION OF EMBANKMENTS.

NORMAL EMBANKMENT SHALL BE PLACED A MINIMUM OF 12" WIDE ON EACH SIDE OF THE PIPE AND AT LEAST THE MIN. COVER OVER THE PIPE AND COMPACTED TO THE REQUIRED DENSITY BEFORE EQUIPMENT IS ALLOWED TO CROSS.

AFTER BACKFILL HAS BEEN COMPACTED, THE BALANCE OF THE FILL UP TO GRADE LINE SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMBANKMENT SPECIFICATIONS

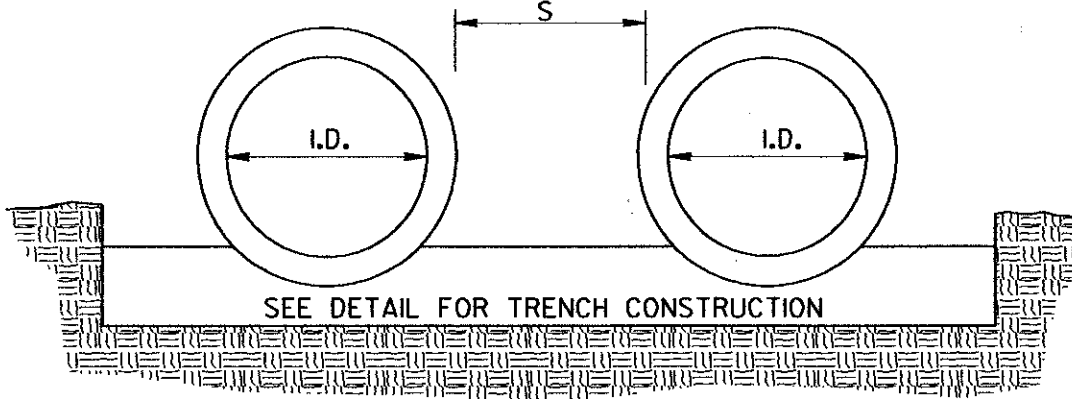
LONGITUDINAL SECTION OF IMPERFECT TRENCH BACKFILL AND BACKFILL METHODS



IMPERFECT BACKFILL

IMPERFECT BACKFILL WILL BE USED WITH CONCRETE PIPE IF FILL HEIGHT AND PIPE DIAMETER IN TABLE NO. 1 FALLS ON THE RIGHT SIDE OF THE HEAVY LINE, CROSS HATCHED AREA SHOWS LIMITS OF STRUCTURE EXCAVATION AND IMPERFECT BACKFILL MATERIAL TYPE III IN THIS VIEW. SEE DETAILS BELOW CROSS SECTIONS OF IMPERFECT TRENCH BACKFILL FOR LIMITS OF IMPERFECT BACKFILL AS MEASURED OVER THE PIPE LENGTHWISE. MEASUREMENT AND PAYMENT WILL BE CONFINED TO THESE LIMITS.

MULTIPLE PIPE CULVERT SPACING

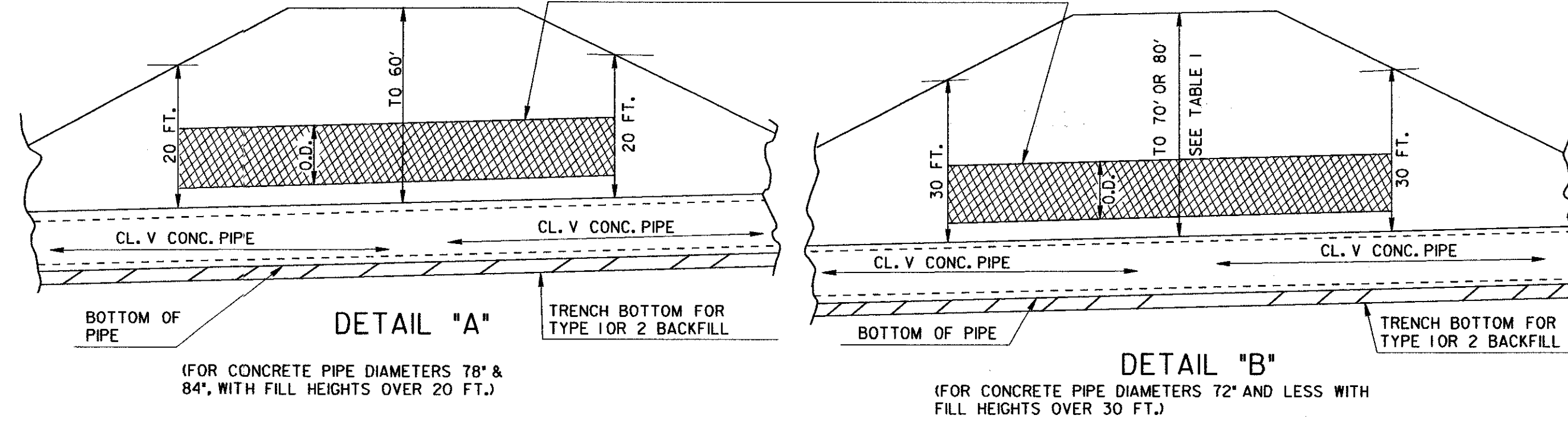


S=ONE INSIDE DIAMETER OF PIPE, OR 3 FEET, WHICHEVER IS SMALLER.
FOR PIPE ARCH CULVERTS, SUBSTITUTE SPAN FOR INSIDE DIAMETER.

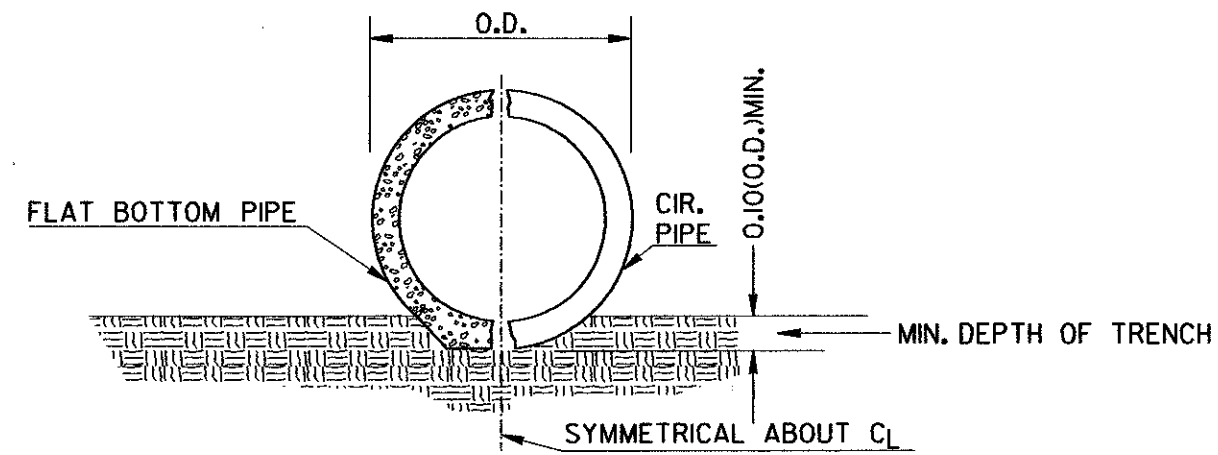
NOTE:
FOR MULTIPLE LINES OF C.M. PIPE WITH METAL FLARED END SECTIONS, S MAY BE INCREASED ENOUGH TO AVOID OVERLAP OF END SECTION WINGTIPS. LOCATION OF METAL END SECTION SHOULD BE DETERMINED BEFORE PLACEMENT OF PIPE.

CROSS SECTIONS OF IMPERFECT TRENCH BACKFILL

CROSS HATCHED AREAS SHOW LIMITS OF CONSTRUCTION & MEASUREMENT FOR STRUCTURE EXCAVATION & IMPERFECT TRENCH BACKFILL MATERIAL, TYPE III

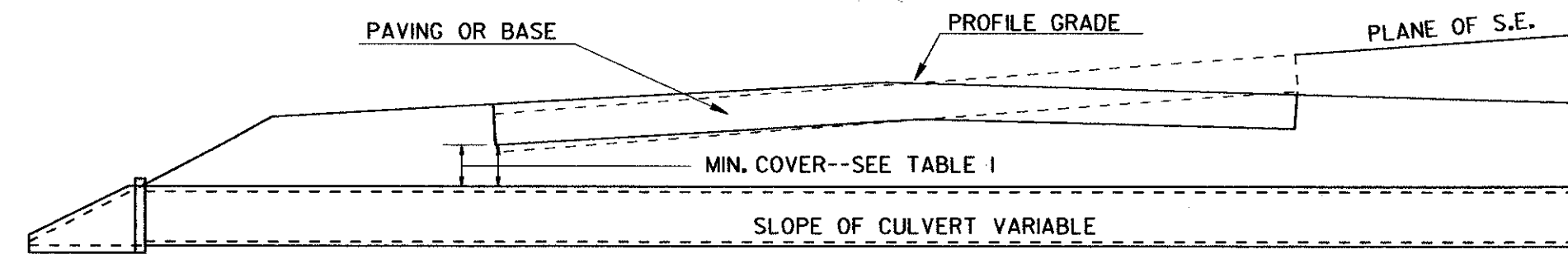


TRENCH CONSTRUCTION FOR SIDE DRAIN

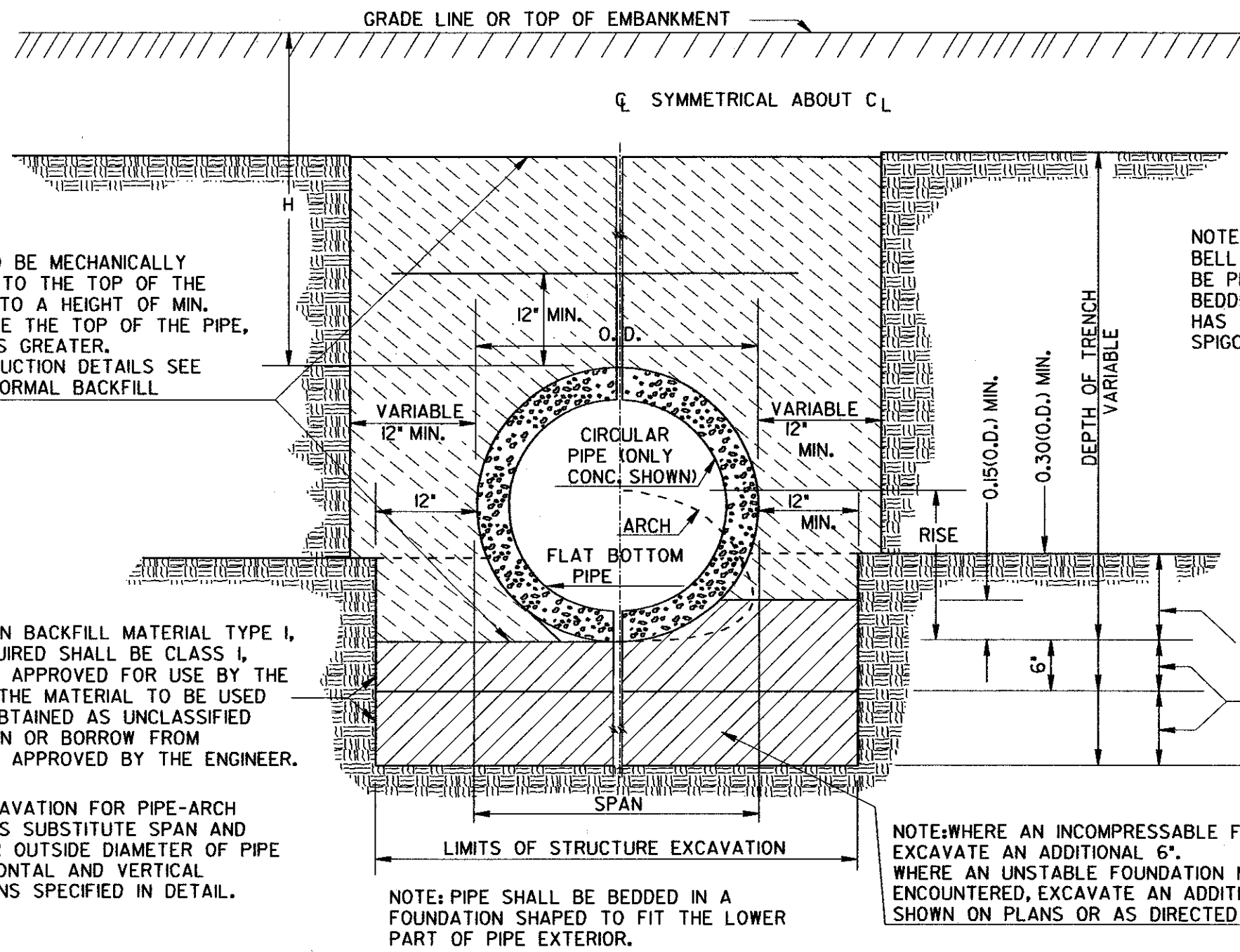


NOTE: THE PIPE SHALL BE BEDDED TO LINE AND GRADE IN A FIRM FOUNDATION SHAPED TO FIT THE LOWER PART OF THE PIPE EXTERIOR. WHERE ROCK EXISTS, EXCAVATE AND BACKFILL WITH COMPRESSIBLE MATERIAL (UNCLASSIFIED EXCAVATION) A MINIMUM OF 6" BELOW THE PIPE.

DETAIL SHOWING MINIMUM COVER FOR PIPE CULVERTS



TRENCH CONSTRUCTION FOR STORM DRAIN.



BACKFILL TO BE MECHANICALLY COMPACTED TO THE TOP OF THE TRENCH OR TO A HEIGHT OF MIN. COVER ABOVE THE TOP OF THE PIPE, WHICHEVER IS GREATER. FOR CONSTRUCTION DETAILS SEE NOTE FOR NORMAL BACKFILL.

NOTE: BELL HOLES SHALL BE PROVIDED IN BEDDING IF PIPE HAS BELL AND SPIGOT JOINTS.

NOTE: TRENCH CONSTRUCTION IS REQUIRED FOR BOTH NORMAL OR IMPERFECT BACKFILL. ALL PIPES WITH BELL & SPIGOT JOINTS SHALL HAVE BELL HOLES IN BEDDING.

FOUNDATION BACKFILL MATERIAL TYPE I, WHEN REQUIRED SHALL BE CLASS I, OR II SOILS APPROVED FOR USE BY THE ENGINEER. THE MATERIAL TO BE USED WILL BE OBTAINED AS UNCLASSIFIED EXCAVATION OR BORROW FROM LOCATIONS APPROVED BY THE ENGINEER.

FOR EXCAVATION FOR PIPE-ARCH CULVERTS SUBSTITUTE SPAN AND RISE FOR OUTSIDE DIAMETER OF PIPE IN HORIZONTAL AND VERTICAL DIMENSIONS SPECIFIED IN DETAIL.

NOTE: PIPE SHALL BE BEDDED IN A FOUNDATION SHAPED TO FIT THE LOWER PART OF PIPE EXTERIOR.

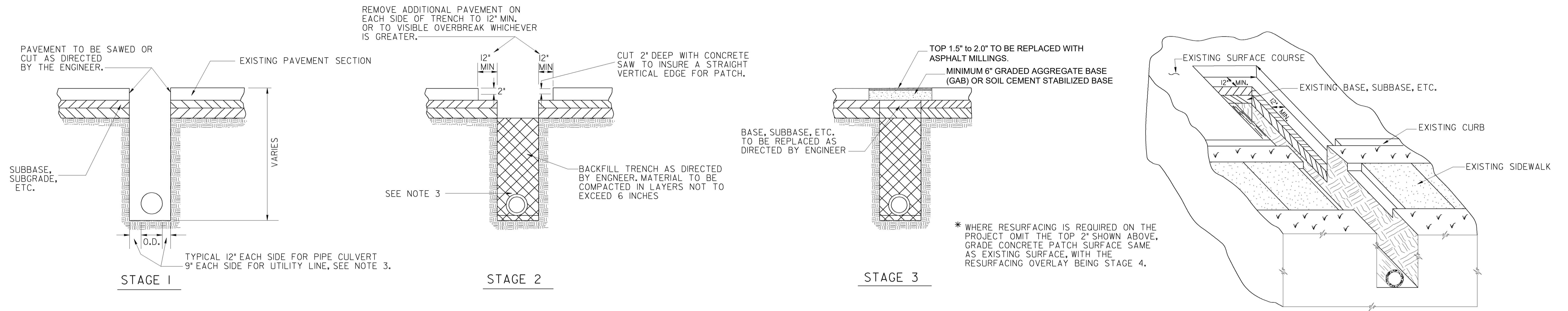
NOTE: WHERE AN INCOMPRESSIBLE FOUNDATION EXISTS, EXCAVATE AN ADDITIONAL 6". WHERE AN UNSTABLE FOUNDATION MATERIAL IS ENCOUNTERED, EXCAVATE AN ADDITIONAL DEPTH AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER

NOTE:

1. FOR FILL HEIGHT TABLES SEE SHEET 2 OF 3 AND SHEET 3 OF 3.
2. ONLY ONE CLASS OR THICKNESS OF PIPE WILL BE SPECIFIED FOR EACH INDIVIDUAL LOCATION. THE CLASS OR THICKNESS WILL BE DETERMINED BY THE MAXIMUM HEIGHT OF FILL.

DATE		DEPARTMENT OF TRANSPORTATION	
		STATE OF GEORGIA	
REVISION		STANDARD	
		CONCRETE & METAL PIPE CULVERTS	
		SHEET 1 OF 3	
		(TRENCH CONSTRUCTION, BEDDING, BACKFILLING)	
NO SCALE		REV. & REDR.: SEPT., 2001	
DES.	(SUBMITTED)	 JAMES H. KEANEY STATE ROAD & AIRPORT DESIGN ENGR.	
DRW.	(APPROVED)		
TRA.			
CHK.			
		NUMBER	
		1030D	

STORM DRAIN AND UTILITY INSTALLATION BY OPEN CUT - GENERAL



GENERAL NOTES:

1. SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION & SUPPLEMENTS THERETO.
- 2.(a) PAVEMENT REPLACEMENT MATERIALS, SUCH AS HIGH EARLY STRENGTH CONCRETE, MAY BE SUBSTITUTED FOR MATERIALS SHOWN WHEN CALLED FOR IN THE PLANS OR BY THE ENGINEER.
- (b) PAYMENT FOR PIPE CULVERT OR UTILITY SHALL INCLUDE SAWING AND/OR CUTTING AND REMOVING EXISTING PAVEMENT AND REPLACING THE PAVEMENT AS SPECIFIED. PAYMENT FOR PIPE OR UTILITY INCLUDES THIS PAVEMENT REPLACEMENT MATERIAL, REGARDLESS OF WHERE MATERIALS SHOWN ARE USED OR WHERE OTHER MATERIALS SUCH AS HIGH EARLY STRENGTH CONCRETE ARE USED.
- (c) PAYMENT FOR PIPE CULVERT OR UTILITY INSTALLATION SHALL INCLUDE REPLACING IN KIND ANY PORTIONS OF SIDEWALK, CURB, CURB & GUTTER, MEDIAN PAVING, DRIVEWAYS, ETC., WHICH ARE DISTURBED DUE TO THE INSTALLATION.
3. TRENCH DETAIL SHOWN IS GENERAL. SEE STANDARD 1030D FOR DETAILS REQUIRED FOR PIPE CULVERT INSTALLATIONS. SEE THE UTILITIES MANUAL FOR UTILITY INSTALLATION REQUIREMENTS.