



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

REQUEST FOR BIDS

RFB# 2023-044

Construction Services – Shaw Drive Culvert Replacement, Project 74008

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County) is requesting competitive sealed **bids** in support of Construction Services for the Shaw Drive Culvert Replacement Project, meeting the specifications and as described herein.

All times in the solicitation are local times to Cherokee County, Georgia in the Eastern Time Zone.

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County.

SCHEDULE:

Issued	September 18, 2023
Questions Due	October 3, 2023 by 4:00PM
Answers Due	October 10, 2023
Bids/Proposals Due	October 17, 2023 at 10:00 AM
Anticipated Award Date	November 7, 2023

THE EXPECTED PERIOD OF PERFORMANCE:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be an X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. ☐ NO PHYSICAL ITEMS/GOODS ☒ PHYSICAL DELIVERY OF ITEMS/GOODS REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

☐ Warranty Term Requested: _____

2. ☐ NO SERVICES REQUIRED ☒ PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of a Notice to Proceed (NTP), in which case the NTP would represent the beginning of performance. Term of services requested are as below:

Services Term:


- ☐ One Year
☐ Two Years
☐ Three Years
☒ Other: 90 Calendar Days from Notice to Proceed (NTP)

3. ☐ OPTION GRANT:

This solicitation contains requested options; please see Statement of Work for details.

SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions. This “SUBMITTAL INSTRUCTIONS” page and all the items listed below are required to be completed and included as part of this solicitation:

Please indicate by placing an  in the box next to the items that you have included in your submittal.

- | | | |
|--------------------------|---------------------------------|---|
| <input type="checkbox"/> | <u>Appendix A:</u> | Information and Addenda Acknowledgement Form. |
| <input type="checkbox"/> | <u>Appendix B:</u> | Non-Influence and Non-Collusion Affidavit. |
| <input type="checkbox"/> | <u>Appendix C:</u> | E-Verify Affidavit. |
| <input type="checkbox"/> | <u>Appendix D:</u> | References * |
| <input type="checkbox"/> | <u>Appendix E:</u> | Acceptance of County' Standard Professional Services Agreement ** |
| <input type="checkbox"/> | <u>Appendix F:</u> | Debarment, Suspension and Other Responsibility Matters Certification |
| <input type="checkbox"/> | <u>Appendix G:</u> | Contractor's License Certification |
| <input type="checkbox"/> | <u>Appendix H:</u> | Ability to Provide Performance, Labor & Matl. Payment Bond |
| <input type="checkbox"/> | <u>Appendix I:</u> | Bid Bond |
| <input type="checkbox"/> | <u>Insurance:</u> | Certificate of Insurance (COI) with the following minimum limits: <ul style="list-style-type: none"> • Comprehensive General Liability of \$1,000,000 (one million dollars), • Comprehensive Automobile Liability of \$1,000,000 (one million dollars) • Professional Liability of \$1,000,000 (one million dollars) • Workers' Compensation State of Georgia and employers Liability of \$1,000,000 (one million dollars). |
| <input type="checkbox"/> | <u>Bid Form:</u> | Bid Form on Page 7 |
| <input type="checkbox"/> | <u>Pricing Form:</u> | Pricing Form on pages 11, 12, & 13 |
| <input type="checkbox"/> | <u>GDOT Certificate:</u> | GDOT "Certificate of Qualification" |
| <input type="checkbox"/> | <u>Attachment 1:</u> | ARPA Terms and Conditions and Certifications and Representations |

This project is funded by the American Rescue Plan Act of 2021 (ARPA). All documents listed above including this “Submittal Instructions” page are required to be submitted with complete and accurate information including signatures and notarization where required. Attachment 1 (ARPA Terms & Conditions and Representations) shall be incorporated into the County's standard Professional Services Agreement. Failure to comply with this requirement will be deemed as non-responsive.

By signing below indicates that you have read and acknowledge this requirement.

REPRESENTATIVE'S NAME

REPRESENTATIVE'S SIGNATURE

DATE:

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies, and other sources of information believed to be viable to evaluate capability, viability, and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

EVALUATION CRITERIA:

Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms For Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

☒ Bids determined to be Responsive and Responsible will be ranked based Bid Form Criteria.

OR

☐ Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

100%	Price
100%	TOTAL

References may be contacted should the evaluation team deem them necessary.

Proposals will be scored on the above evaluation criteria. Failure to provide information necessary to evaluate proposal, may result in a lower scoring proposal.

The County reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

HOW AND WHERE TO SUBMIT BIDS AND PROPOSALS:

The County has two methods for receiving bids and proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

A. Electronic Submissions Only:

☒ Bids and Proposals are to be submitted electronically ONLY to BidNet Direct. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) as ONE file unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number]_[Vendor Name]_[Document Type]
Example: "2017-111_ABC Company_Proposal"

QUESTIONS/ADDENDA:

Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via BidNet Direct** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on BidNet Direct. All interested parties are instructed to monitor BidNet Direct on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

STATEMENT OF WORK AND / OR SPECIFICATION LOCATED ON THE NEXT PAGE

STATEMENT OF WORK AND / OR SPECIFICATION:

The Cherokee County Roadway / SPLOST Program is requesting bids for the following project:

Shaw Drive Culvert Replacement Project, as per current Georgia DOT Standards and Specifications.

Contract Time: 90 Calendar Days from Notice to Proceed (NTP), Proposal Guarantee: 5%

Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

The work to be done consists of the furnishing of all material, labor and equipment for this project. All work performed for this project will be in accordance with Georgia Department of Transportation Standard Specification, 2013 Edition and 2016 Supplemental Specification as modified by Contract Documents. Liquidated Damages assessed as per section 108.08 of the Georgia Department of Transportation Standard Specifications.

Utility Adjustment Schedules have been included as part of the solicitation documents.

END OF STATEMENT OF WORK/SPECIFICATION

**RFB# 2023-044 CONSTRUCTION SERVICES –SHAW DRIVE CULVERT REPLACEMENT,
PROJECT 74008 – CHEROKEE COUNTY**

BID FORM

Proposal of _____ (Hereinafter called "Bidder")
a contractor organized and existing under the laws of the State of _____ and doing
business as _____.

TO: Cherokee County
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to Contractors and all Bidding Documents for **Construction Services – Shaw Drive Culvert Replacement, Project 74008 – Cherokee County**, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule.

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check

or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

Bidder: _____
(Company Name)

By: _____

Title: _____

Mailing Address: _____

**RFB# 2023-044 CONSTRUCTION SERVICES –SHAW DRIVE CULVERT REPLACEMENT,
PROJECT 74008 – CHEROKEE COUNTY**

PROJECT SPECIFICATIONS

PROJECT SPECIFICS

1. The Contractor shall not perform work or move equipment or materials across any roadway and interfere with traffic flow on the main roads or local streets between the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, Monday through Friday, unless approved by the Engineer. Equipment or materials moved on or across the roadway at other times shall be done in a manner so as minimize interference with traffic.
2. If night work is necessary to perform project work, a written request shall be submitted to Cherokee County and approved at least three days in advance. Working hours for night work are between 8:00 PM and 6:00 AM, Monday through Friday, unless approved by the Engineer.
3. It is the contractor's responsibility for coordination of utilities.
4. Construction signs need to be mounted.
5. Contractor shall use reduced speed limit signs per GDOT 150 to be included in cost for traffic control.
6. Temporary striping costs to be included in Traffic Control pay item. Roads should be striped as soon as possible after paving.
7. Contractor shall construct the project following Georgia Department of Transportation current standards and specifications manual, supplemental specifications, and construction standards and details.
8. There will be a 14-day cure on final lift of asphalt prior to placement of thermoplastic striping.
9. All pipe shall be reinforced concrete pipe (RCP).
10. If any additional pay items not included in the contract are deemed necessary by the Engineer, then the contractor shall negotiate a price with the County for the additional pay item. Price shall be not more than 10% greater than the current GDOT item mean price for that pay item.
11. Contractor is responsible for utility coordination and ensuring that the location of all utilities is accurate to the best of their knowledge.
12. Any detour requests must be submitted 21 days prior to road closure for review and approval.
13. Any irrigation lines cut shall be capped and flag to back of ROW.
14. Contractor has the option to build the concrete culvert in place.
15. Contractor is responsible for avoiding any utility lines over the construction of the box culvert.
16. If no pay items exist in the plans and/or contract for appurtenances associated with a parcel then the cost of removal, replacement, modification, or temporary items shall be included in grading complete.
17. Pay item 402-3103 shall be used in place of pay item 402-3130 as shown in the plans.

**RFB# 2023-044 CONSTRUCTION SERVICES –SHAW DRIVE CULVERT REPLACEMENT,
PROJECT 74008 – CHEROKEE COUNTY**

FEDERAL FUNDING

FEDERAL FUNDING REQUIREMENTS

RFB# 2023-044 Construction Services – Shaw Drive Culvert Replacement, Project 74008 – Cherokee County is funded by the American Rescue Plan Act of 2021 (ARPA).

The following documentation is required for Federally Funded Projects and shall be submitted as part of your Bid:

- ARPA Terms And Conditions and Certifications and Representations (Attachment).
 - Sections I & II containing an [X] are required. All vendors must acknowledge this agreement by initialing each section containing an [X] by an authorized representative of your company.
 - Section III – Compliance Signatures, must be completed and signed by an authorized representative of your company.

**RFB# 2023-044 CONSTRUCTION SERVICES –SHAW DRIVE CULVERT REPLACEMENT,
PROJECT 74008 – CHEROKEE COUNTY**

PRICING FORM

COMPANY NAME: _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL - Project #74008	1	LS	\$	\$
210-0100	GRADING COMPLETE - Project #74008	1	LS	\$	\$
210-0250	UNDERCUT EXCAVATION	1100	CY	\$	\$
310-5100	GR AGGR BASE CRS, 10 INCH, INCL MATL	375	SY	\$	\$
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	20	TN	\$	\$
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	20	TN	\$	\$
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	61	TN	\$	\$
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE TP II, GP 2 ONLY, INCL BITUM & MATL & H LIME	24	TN	\$	\$
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE GP 1 OR 2, INCL BITUM & MATL & H LIME	31	TN	\$	\$
413-0750	TACK COAT	49	GAL	\$	\$
441-0104	CONC SIDEWALK, 4 IN	110	SY	\$	\$
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	249	LF	\$	\$
643-8200	BARRIER FENCE (ORANGE) FT	30	LF	\$	\$
				SUB TOTAL	\$
DRAINAGE ITEMS					
207-0203	FOUND BK FILL MATL, TP II	58	CY	\$	\$
500-3800	CLASS A CONCRETE, INCL REINF STEEL	6	CY	\$	\$
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	310	LF	\$	\$
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	528	SY	\$	\$
603-7000	PLASTIC FILTER FABRIC	528	SY	\$	\$
				SUB TOTAL	\$
EROSION CONTROL ITEMS					
163-0240	MULCH	3	TN	\$	\$
163-0539	CONSTRUCT AND REMOVE RETROFIT-SLOTTED BOARD DAM W/STONE FILTER	1	EA	\$	\$
163-0542	CONSTRUCT AND REMOVE STONE FILTER RING	1	EA	\$	\$
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2	EA	\$	\$
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	400	LF	\$	\$
165-0050	MAINTENANCE OF SILT RETENTION BARRIER	90	LF	\$	\$
165-0096	MAINTENANCE OF RETROFIT-SLOTTED BOARD DAM W/ STONE FILTER	1	EA	\$	\$
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	2	EA	\$	\$
165-0111	MAINTENANCE OF STONE FILTER RING	1	EA	\$	\$
170-2000	STAKED SILT RETENTION BARRIER	90	LF	\$	\$
171-0030	TEMPORARY SILT FENCE, TYPE C	800	LF	\$	\$
700-7000	AGRICULTURAL LIME	1	TN	\$	\$
700-8000	FERTILIZER MIXED GRADE	1	TN	\$	\$
700-8100	FERTILIZER NITROGEN CONTENT	15	LB	\$	\$
700-9300	SOD	450	SY	\$	\$
				SUB TOTAL	\$
				TOTAL	\$

REPRESENTATIVE'S NAME _____

REPRESENTATIVE'S SIGNATURE _____

DATE: _____