



INVITATION TO BID

FOR

CONSTRUCTION SERVICES

FOR THE

ASPHALT PAVING OF OLD SCREAMER DRIVE

AND STAGECOACH DRIVE

ITB 2023-04

City of Clayton, Georgia

December 12, 2023

The City of Clayton will receive and publicly open bids at Clayton City Hall, located at 837 Hwy 76 West, Clayton, Georgia 30525. This invitation to Bid is subject to the instructions, conditions, specifications, addenda, or any other elements of this Invitation to Bid, including those incorporated by reference.

DATE ISSUED: December 12, 2023

BID TITLE: Old Screamer Paving Project

CITY CONTACT PERSON: Rhonda Lunsford, City Clerk

TELEPHONE NUMBER: 706-782-4512

FAX NUMBER: 706-782-4596

EMAIL ADDRESS:

All bid responses must be received and acknowledged in the Clerk's office on or before the day and time listed below, at which time the bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Clayton
Clerk's Office
837 Hwy 76 West Suite 101
Clayton, Georgia 30525

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: January 12, 2024

BID OPENING TIME: 3:00 PM

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3. INSTRUCTIONS AND CONDITIONS

3.1 Invitation to Bid

3. 1. 1. The City of Clayton is seeking bids for paving Old Screamer Drive. Sealed bids will be received by the City of Clayton at the Clerk's Office, located at 837 Hwy 76 west, Clayton, Georgia 30525, until 3:00 PM local time on January 12, 2024, at which time the bids will be opened.
3. 1. 2. Bids may be mailed or delivered to the City of Clayton, City Clerk's Office, 837 Hwy 76 West Suite 101, Clayton, Georgia 30525. Attached are the specifications and bid form for the paving project. All bids shall be submitted on the attached bid form in sealed envelopes with "Old Screamer Paving Project" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The city will not accept bid responses submitted by fax or electronic mail.
3. 1. 3. Bid responses must be received and acknowledged in the Clerk's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for January 12, 2024, at 3:00 PM local time in the Community Room of City Hall. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Clerk's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
3. 1. 4. The city is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items necessary.
3. 1. 5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for ensuring that all pages and all addenda are received. The city advises all bidders to closely examine this bid package and any addenda there to the City's Contact Person.
3. 1. 6. Any prospective bidder desiring an explanation or interpretation of this Invitation to Bid, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than five (5) calendar days prior to the bid opening date.

3. 1. 7. There may be one or more amendments to this invitation to Bid. If your company desires to receive copies or notices of such amendments, you must complete and submit the Contact Information Form included in the bid package. Please send this information to the contact person listed above via fax or email. The City will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by email within Ten (10) calendar days, August x, 2023.
3. 1. 8. Any discrepancies, errors, omissions or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the city. If necessary, a written addendum will be issued to the bidders on record and the addendum will be incorporated in the bid and will become part of the agreement. The city will NOT be responsible for any oral instructions, clarifications, or other communications and no such oral communication may be relied on by any bidder.

3. 2. Bid Responses

3. 2. 1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
3. 2. 2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and type overs and modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
3. 2. 3. Certain mistakes may be corrected so long as the intended correct bid response is clear. In the event of a disagreement between unit price and extended price, the unit price will control bid.
3. 2. 4. Specifications furnished in the request for the bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
3. 2. 5. Bidders must specify the manufacturer name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer

that is free of defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the city to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such a decision.

3. 2. 6. If bidding a substitute article, the bidder may, no less than Ten (10) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The bidder will receive notice of City's determination no later than five (5) working days in advance of the bid opening. The bidder is not required to seek such pre-bid approval, but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to the City.
3. 2. 7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". All items left blank will be considered a "No Bid" for that item.
3. 2. 8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
3. 2. 9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) Calander days after bid opening.
- 3.2.10. Bid responses may be modified by written notice received and acknowledged by the City Clerk's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
3. 2. 11. The bidder must return a completed Drug-Free Workplace Affidavit (Section 8)

3. 3. Bid Award

3. 3. 1. Any contract awarded pursuant to this invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this Invitation to Bid. A "responsive bidder" means a person. who has submitted a bid response, which conforms in all material respects to the Invitation to Bid. A "responsible bidder" means a person who has the capacity, reputation, and experience in all aspects to preform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. The City of Clayton may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

3. 3. 2. This solicitation in no manner obligates the City to the purchased described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any areas shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quality of item(s) purchased.
3. 3. 4. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
3. 3. 5. No bidder may withdraw its response for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly execute the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
3. 3. 6. The contract awarded may be terminated upon any of, but not limited to, the following occurrences; a) bankruptcy or insolvency of the bidder or one or more of the bidder's principle owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
3. 3. 7. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms and conditions.

3. 4. Terms and Conditions

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

3. 4. 1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to the bidder. Should funding for the contract be discontinued, the City

shall have the right to terminate the contract immediately upon written notice to the awarded bidder.

3. 4. 2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of one hundred dollars (\$100.00) per calendar day.
3. 4. 3. The city, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to the awarded bidder. In that the event, the awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the awarded bidder of any liability to the City for damages sustained by virtue of the awarded bidder's breach.
3. 4. 4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
3. 4. 5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
3. 4. 6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in event the City prevails, awarded shall pay expenses of such action including the City's attorney fees, expenses, and cost at all stages of the legal action and/or alternative dispute resolution process, if any.
3. 4. 7. The validity, construction, and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Georgia.
3. 4. 8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such a provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rabun County, Georgia.
3. 4. 9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages penalties costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

3. 4. 10. Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.
3. 4. 11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the article items in the bid and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this Invitation to Bid.

4 SPECIFICATIONS

4. 1. 1. The section of Old Screamer for overlay is the northwestern entrance on highway 76 east. The project starts at Phillips body shop and ends approximately at Short Way drive. Road measurements are 16ft wide and 2,372ft long which should equal 4,217 sq yards. The project will require 115 tons of leveling .5 inches compacted 9.5 mm asphalt and 348 tons of topping 1 ½ inches compacted 9.5 mm asphalt. The Stagecoach Drive project will start at the intersection of Mountain City Road, Clayburn Street and Stagecoach Road. The overlay paving will take place on Stagecoach and end at the Rabun County intersection of Stagecoach Road. Road measurements are 875 feet long 15 feet wide with two 30 by 10 pull outs and the last 60 feet at bottom is 35 feet wide which totals 1,675 sq yards. The project has a sum of 45 tons of leveling .5 inches compacted 9.5mm asphalt and 137 tons of topping 1 ½ inches compacted 9.5 mm asphalt. The contractor will be responsible for all traffic control and new striping on the project.

5 BID FORM

The undersigned Bidder proposes to furnish all services, materials, and equipment required to perform the Construction Services (the "Services") in accordance with the Bid. The undersigned declares that it is the Bidder or by holding the position indicated below is authorized to execute this Cost Proposal on behalf of the Bidder and that all representations made on this Cost Proposal are true and correct.

The bidder shall complete by filling in the blanks and execute this Form and include it in its Bid Proposal.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Lump Sum for Installation of Asphalt Paving	LS	1	\$	\$

Total Bid Price \$

The Total Bid Price for the items listed above for construction complete as indicated by the Contract Documents (in words and numerals) is:

_____ (Dollars)

And _____ (Cents) [\$_____].

Bidder

Name and Title

Date

6 E-VERIFY

Bidder 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 City of Clayton Government 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 Bidder 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). B i d d e r 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 Bidder

Name of Project

Name of (Public) Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

7 CONTACT INFORMATION

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of such any amendments, you must provide the information requested below to the city. Please send this information to the City's contact person listed above via email or fax. The city will send amendments only to those firms which timely complete and return this form via email or fax.

Bid Title:
Company Name:
Company Contact Person:
Mailing Address:
Phone Number:
Fax Number:
Email Address:

8 INSURANCE REQUIREMENTS

1. CONTRACTOR'S INSURANCE

A. The following additional information is provided as required by Contractor's Liability Insurance

1. Workers' Compensation and Employer's Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Workers' Compensation, etc.,	
State	Statutory
Applicable Federal (e.g., Longshore)	Statutory
Employers' Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000
Maritime Coverage Endorsement	
Insurance shall include a waiver of subrogation in favor of the Additional Insured identified in these Supplementary Conditions.	

2. General Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Insurance for Claims of Damages	
General Aggregate (Except Products - Completed Operations)	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Products - Completed Operations Aggregate	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Personal and Advertising Injury (One Person/Organization)	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Limit Per Person - Medical Expense	\$5,000
Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	1,000,000
Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable	\$1,000,000

Excess Liability, Umbrella Form to include coverage of Watercraft Liability. General Aggregate - Each Occurrence	\$5,000,000
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1. Automobile Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident, or	\$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

2. Additional insured on all insurance policies include:
 - a. City of Clayton
3. Contractor's Contractual Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Contractor's Contractual Liability Insurance	
General Aggregate	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000