



**CITY OF DAHLONEGA
INVITATION TO BID**

**ENOTA STORMWATER
PROJECT # 2021-005**

ISSUING AGENCY

***CITY OF DAHLONEGA
465 RILEY ROAD
DAHLONEGA, GA 30533
PHONE: 706-482-2721
FAX: 706-864-4837***

ISSUE DATE

8/23/2021

PURCHASING AGENT (CITY CONTACT)

Brittany Lee

PRE-BID MEETING (MANDATORY)

9/14/2021

BID CLOSING DATE

10/6/2021

BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN

Wednesday October 6, 2021, AT 2:00 PM EST.

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS INVITATION TO BID (ITB) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

**CITY OF DAHLONEGA
INVITATION TO BID**

**ENOTA STORMWATER
PROJECT # 2021-005**

The City of Dahlonega is requesting sealed bids for curb and gutter, sidewalk, and pipe installation on Enota Street and thermoplastic sidewalk on Courthouse Hill Road.

A MANDATORY pre-bid meeting will be held on Tuesday, September 14th, 2021, at 2:00PM EST, in the Council Room at Dahlonega City Hall located at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #2021-005 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at blee@dahlonega.gov or faxed to 706-864-4837 before 12:00PM, EST, on September 22nd, 2021. Responses will be posted by addenda no later than 5:00PM EST, on September 29th, 2021, to www.dahlonega.gov

All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount.

Bids must be received by 2:00 PM local time on Wednesday, October 6th, 2021, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Bids shall be clearly marked and sealed, including the appropriate bid number and title. Late bids will not be considered nor returned.

Immediately following the deadline, bids will be publicly opened and read aloud in the City Hall Council Chambers located at 465 Riley Road, Dahlonega, GA 30533.

The bid documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia and on the City's website at www.dahlonega.gov under Government, then Bids and Proposals.

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

**CITY OF DAHLONEGA
INVITATION TO BID**

**ENOTA STORMWATER
PROJECT # 2021-005**

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is requesting sealed bids for curb and gutter, sidewalk, and pipe installation on Enota Street and thermoplastic sidewalk on Courthouse hill Road.

1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
Monday August 23, 2021	Release of Invitation to Bid
Tuesday September 14, 2021 2:00 PM	Mandatory Pre-Bid Meeting held at City of Dahlonega Council Room at 465 Riley Road, Dahlonega, GA 30533
Wednesday, September 22,2021 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
Wednesday, September 29, 2021 5:00 PM	Answers to written questions and all addenda posted on website: www.dahlonega.gov
Wednesday, October 6, 2021 2:00 PM	Bids due and bid opening (Bids will be accepted until time of opening. No bids will be accepted after the due date and time.

1.3 Restrictions on Communications

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

1.4 Pre-Bid Meeting

A **MANDATORY** Pre-Bid meeting will be held day, Tuesday September 14, 2021, 2:00 PM EST. The location of the meeting will be the City Hall Council Room located at 465 Riley Road, Dahlonega, Georgia.

1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on Wednesday September 22, 2021, local time.

The Inquiries must be directed to:

Brittany Lee, Purchasing Agent
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533
blee@dahlonega.gov
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website, www.dahlonega.gov, no later than Wednesday, September 29, 2021, no later than 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this Invitation to Bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

1.7 Bonds

Bid Bonds	5% of total bid amount
Performance and Payment Bond	100% of total contract price (Required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

1.8 Submission of Bids

Only sealed bids will be accepted. One (1) original and three (3) copies of the complete signed submittal must be received no later than Wednesday, October 6, 2021 at 2:00 PM EST. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name and address, and marked as "**ENOTA STORMWATER PROJECT # 2021-005.**"

Required Bid Documents:

- Completed Vendor's Checklist (Attachment A)
- Execution of Bid Form (Attachment B)
- Bidder's Certification (Attachment C)
- Pricing Sheet (Attachment D)
- Certification and Non-Collusion Form (Attachment E)
- Addenda Acknowledgement Form (Attachment F)
- SAVE Affidavit (Attachment G)
- E-Verify Affidavit (Attachment H)
- Evidence of Insurance / Certificate of Insurance
- Bid Bond

Bids must be delivered, mailed, or shipped to:

**Brittany Lee, Purchasing Agent
City of Dahlonega 465 Riley Road
Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after Wednesday, October 6, 2021, at 2:00 PM EST, will not be opened. Late bids will be rejected in their entirety.

1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

1.10 Award

Any purchase order / 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 specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

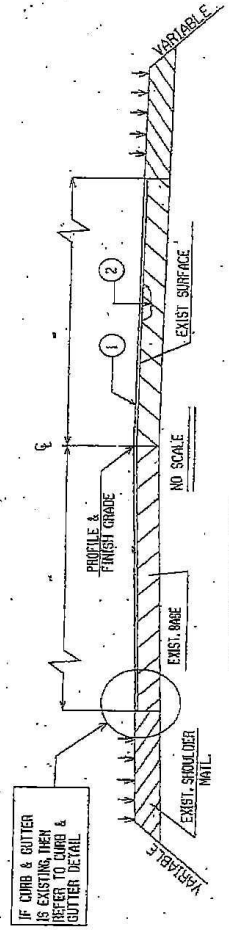
2.0 Scope of Work & Specifications

The scope of work for this project shall consist of curb and gutter, 5' sidewalk and crosswalks on Enota Street. Installing and tying in drainage pipe per plans dated 8/9/2021 on Enota Street. Constructing thermoplastic sidewalk as directed by the plans dated 8/9/2021 on Courthouse Hill Road. All work will be done in accordance with the 2013 standard specifications from the Ga. Dept. of Transportation, the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project.

The City of Dahlonega personnel will be supervising construction of this project.

(LET)

LMIG TYPICAL RESURFACING SECTION



* SEE PROJECT REPORT SHEETS FOR PAVEMENT WIDTHS

REQ'D ① — LBS PER SY ASPH CONC 2.5 MM SUPERPAVE, TP 1, GP1 OR BLEND 1, INCL BITUM MATL & H. LIME
 REQ'D ② ASPH. CONC LEVELING, INCL BITUM MATL & H. LIME, TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W, REMOVE OR ADJUST ALL UTILITIES, AND DO THE NECESSARY PATCHING, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: THE WIDTH OF PAVING OF TURNOUTS FOR SIDEROADS AND DRIVES SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

THIS TYPICAL SECTION APPLIES TO PRIORITY #1(S)
 AS SHOWN ON THE LMIG PROJECT REPORT SHEET(S).

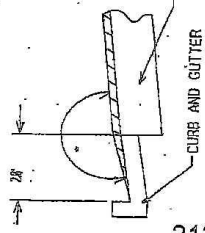
1 Hwy 5

PROJECT NO. LMIG-001
 COUNTY. Dahlonega, GA.
 CITY Dahlonega, GA.

CURB AND GUTTER DETAIL

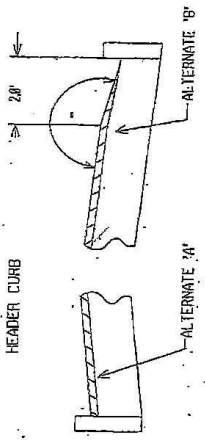
DETAIL FOR FEATHERING SURFACING

CURB AND GUTTER



213

HEADER CURB



NOTE: METHOD OF FEATHERING AT PAVEMENT EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER, UNDER NORMAL CONDITIONS, ALTERNATE A SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE EFFECTIVE HEIGHT OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE 'B' SHALL BE USED.

NOTE: THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW RIDING SURFACE AND THE FEATHERING IN THE CURB AND GUTTERS SHALL NOT EXCEED 7%.

7/84



3.0 TERMS AND CONDITIONS

3.1 Bid Amendments

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at www.dahlonega.gov no later than 5:00 PM EST on Wednesday, September 29, 2021. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

3.2 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

3.3 Cost for Preparing Bids

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

3.4 Conflict of Interest

If a Bidder has any existing client relationship that involves the City of Dahlonega, the Bidder must disclose each relationship.

3.5 Contractor Selection

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

3.6 Negotiations with Apparent Winner

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the City.

3.7 Taxes

The City of Dahlonega is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. The City cannot exempt others from tax.

3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of the bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

3.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

3.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation,

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

3.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, and must meet all Georgia Department of Transportation specifications.

3.12 Rejection of Submissions/Cancellation of Bids

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation

to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

3.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**City of Dahlonega
Attn: Accounts Payable
465 Riley Road
Dahlonega, GA 30533**

All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

- | | |
|----------------------|--|
| 1. Date of Invoice | 4. Terms |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period | 6. Appropriate Unit of Measure |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

3.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Sub-contractors and any persons employed by the Sub-contractor.
8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

3.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

3.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

3.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

3.19 News Releases by Contractor

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlenega Purchasing Director for review and approval.

3.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, Georgia,

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

3.21 Drug Free Workplace

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

3.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

3.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

3.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

3.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

3.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

3.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued August 23, 2021, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

Attachment A
ENOTA STORMWATER
PROJECT # 2021-005

VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order.

- _____ Vendor's Checklist
- _____ Execution of Bid Form
- _____ Bidder's Certification
- _____ Pricing Sheet
- _____ Certification and Non-Collusion Form
- _____ Addenda Acknowledgment Form
- _____ SAVE Affidavit
- _____ E-Verify Affidavit
- _____ Evidence of Insurance / Certificate of Insurance
- _____ Signed Contract (Signing of the contract will expedite the award process.
If you choose not to sign, the submitted bid will NOT be disallowed.)
- _____ Bid Bond

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment B
ENOTA STORMWATER
PROJECT # 2021-005

EXECUTION OF BID FORM

Company Name: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this bid was signed by an authorized representative of the business.
- _____ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment C
ENOTA STORMWATER
PROJECT # 2021-005

BIDDER'S CERTIFICATION

Date of Bid: _____

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials in the manner specified.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

Bidder Information
(Type or Print)

Name and Mailing Address
(Where to Send Payment)

Name of Company

Name of Company

Address

Address

City, State, & Zip Code

City, State, & Zip Code

Phone Number

Phone Number

Fax #

Email Address

Tax ID Number

OR

Social Security Number

Name and Title of Person Authorized to Sign

Name

Signature

Title

Sworn to and signed before me, a Notary Public, this _____ day of _____ ,
in the year _____.

Notary Public in and for the City of _____, State of _____.

Notary Public Signature and Seal: _____

My Commissioner Expires: _____

**Bids not signed shall be declared as
"Non-Responsive" and may not be considered for award.**

Attachment D
ENOTA STORMWATER
PROJECT # 2021-005

PRICING SHEET

Company Name: _____

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	150-1000 Traffic Control	1	LS	
0010	163-0529 Construct and Remove Temporary Sediment Barrier or Baled Straw Check Dams	50	LF	
0015	165-0030 Maintenance of Temporary Silt Fence TP A (NS)	40	LF	
0020	171-0030 Temporary Silt Fence TPA(NA)	100	LF	
0025	207-0204 Found Back Fill Type 2	500	TN	
0030	210-0100 Grading Complete	1	LS	
0035	310-1101 Gr. Aggr. Base Crs. Include Matl.	125	TN	
0040	402-0113 Recycled Asph Conc 12.5 MM, GP 1 or 2, Incl Bitum Matl & H Lime	130	TN	
0045	402-1812 RECYCLED ASPH CONC LEVELING, INC BITUM MATL & H LIME	30	TN	
0050	413-1000 Bitum Tack	150	GL	
0055	441-0104 Concrete Sidewalk, 4 in	215	SY	
0060	441-6012 CONC CURB AND GUTTER,6 IN X 24 IN TP 2	860	LF	
0065	432-5010 Mill Asph Conc Pvmt, Variable Depth	200	SY	
0070	500-9999 CLASS B CONC, BASE & PAVING WIDENING	2	SY	
0075	550-1180 Storm Drainpipe, 18 in Smooth Wall H 1-10 HDPE	140	LF	
0080	550-1240 Storm Drainpipe 24 In H 1-10 RCP	72	LF	
0085	550-1240 Storm Drainpipe 24 In H 1-10 Smooth Wall HDPE	240	LF	
0090	550-4224 Safety Flared End Section, 24 IN Storm Drain	1	EA	

0095	603-3103 Stone Dumped Rip Rap Type 3	18	TN	
0100	603-7000 PLASTIC FILTER FABRIC	50	SY	
0105	653-1501 Thermoplastic Solid Plastic Traffic stripe, 5 In White	300	LF	
0110	653-1804 Thermoplastic Solid Plastic Traffic stripe, 8 In White	380	LF	
0115	668-1100 Catch Bason, GP 1	2	EA	
0120	668-2100 Drop Inlet, 1019A TYPE E HOOD	3	EA	
0125	668-6000 Junction Box	2	EA	
0130	700 Permanent Grassing	0.5	AC	
TOTAL BID				

I certify the above bid as all-inclusive and final per document specifications.

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment E
ENOTA STORMWATER
PROJECT # 2021-005

CERTIFICATION AND NON-COLLUSION FORM

Company Name: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment F
ENOTA STORMWATER
PROJECT # 2021-005

ADDENDA ACKNOWLEDGEMENT FORM

Company Name: _____

The bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number _____

Addendum Number _____

Addendum Number _____

Addendum Number _____

Authorized Signature

Title

Print Name

Date

Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment G
ENOTA STORMWATER
PROJECT # 2021-005

SAVE AFFIDAVIT

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)
AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) ___ I am a United States Citizen

- 2) ___ I am a legal permanent resident of the United States

- 3) ___ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

*****The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___**

**NOTARY PUBLIC
My Commission Expires: _____**

Attachment H
ENOTA STORMWATER
PROJECT # 2021-005

E-VERIFY AFFIDAVIT

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. 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 contracting with the City of Dahlonega has registered with and is participating in the federal work authorization program known as “E-Verify” to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

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

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

Federal Work Authorization User ID Number

Name of Project

Date of Authorization

Name of Public Employer

Name of Contractor

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

Executed on _____ in _____, _____.
(date) (city) (state)

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 202__.

Name and Title of Authorized Officer or Agent

NOTARY PUBLIC
My Commission Expires: _____

**CONTRACT
FOR
ENOTA STORMWATER
PROJECT # 2021-005**

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as “City of Dahlonega”, a political subdivision of the State of Georgia, and _____, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall perform demolition of asphalt, setting grades, grading, curb and gutter, setting of subgrades, placing gab and placing asphalt concrete 12.5 mm on the area. All work will be done in accordance with the 2013 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising construction of this project.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive, and accept communication as an authorized representative of the City.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
150-1000	150-1000 TRAFFIC CONTROL	LS	
163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAMS	LF	
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (NS)	LF	
171-0030	TEMPORARY SILT FENCE, TP A (NS)	LF	
207-0204	FOUND BACKFILL MATL, TP 2	TN	
210-0100	GRADING COMPLETE	LS	
310-1101	GR AGGR BASE CRS, INCL MATL	TN	
402-0113	RECYCLED ASPH CONC 12.5MM, GP 1 OR 2, INCL BITUM MATRL AND H LIME	TN	
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	
413-1000	BITUM TACK	GL	
441-0104	CONC SIDEWALK, 4 IN	SY	
441-6012	CONC CURB AND GUTTER, 6 IN X 24 IN TP 2	LF	
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	
500-9999	CLASS B CONC, BASE & PAVING WIDENING	SY	
550-1180	STORM DRAINPIPE 18 IN, H 1-10 HDPE N-12 SMOOTH WALL	LF	
550-1240	STORM DRAINPIPE 24 IN 1-10 RCP	LF	
550-1240	STORM DRAINPIPE 24 IN 1-10 HDPE N-12 SMOOTH WALL	LF	
550-4224	SAFETY FLARED END SECTION, 24 IN STORM DRAIN	EA	
603-3103	STN DUMPED RIP RAP TP 3	TN	
603-7000	PLASTIC FILTER FABRIC	SY	
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN WHITE	LF	
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	LF	
668-1100	CATCH BASIN, GP1	EA	
668-2100	DROP INLET, 1019A, WITH TYPE E HOOD (24IN)	EA	
668-6000	JUNCTION BOX	EA	
700-6910	PERMANENT GRASSING	AC	

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City.

Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, the City of Dahlonega's Invitation to Bid issued January 25, 2019, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Sub-contractor to work in a drug-free workplace, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

and to City of Dahlonega at the following address:

Attn: Bill Schmid, City Manager
465 Riley Road
Dahlonega, Georgia 30533

This Contract is made and entered into this _____ day of _____, 2021.

City of Dahlonega:

Contractor:

Sam Norton, Mayor
City of Dahlonega

Company Name: _____
By: _____
Title: _____

Attest:

[Corporate Seal]

Mary Csukas
City of Dahlonega Clerk