

City of Woodbury

**Woodbury Road, Durand Street,
Peachtree Street, and Dromedary Street Improvements**

Invitation to Bid

FOR

**City OF Woodbury
DOWNTOWN PARKING AND
TRANSPORTATION IMPROVEMENT PROJECT**

INVITATION TO BID

PROJECTS: Woodbury Road, Durand Street, Peachtree Street, and Dromedary Street Improvements

OWNER: City of Woodbury, Georgia

Sealed proposals for furnishing all labor, material and other items necessary for the construction of the project will be received by Angel Fowler, City Clerk. The bid submitted shall be a Lump Sum Contract.

Sealed Proposals will be received by the City of Woodbury at City Hall, PO Box 297, 18053 Main Street, Woodbury, Georgia 30293, no later than **February 12, 2021 at 2:00 pm**. Proposals will be publicly opened and read aloud at this location. The proposal shall be read in such a manner as to avoid disclosure of the contents to competing PROPOSERS during any allowed process of negotiations. **Any Proposals received after 2:00 pm on proposal deadline date will not be considered by the OWNER.**

The sealed proposals shall include one (1) original (unbound) and two (2) copies of the Proposal. Each proposal must be submitted in a sealed envelope, addressed to the City of Woodbury. Each sealed envelope containing a Proposal must be plainly marked on the outside as "DOWNTOWN PARKING AND TRANSPORTATION IMPROVEMENT PROJECTS" If the Proposal is forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope to the attention of OWNER at the address previously given.

To ensure a timely response, questions requiring a response should be emailed to Mayor Steve Ledbetter, PhD at steve.ledbetter@cityofwoodburyga.gov or by mailing them to the address above. Only those questions that are submitted in writing (via email) will be responded to, all questions must be submitted by Friday, January 15th, 2021 at 5:00 PM local time.

Individuals, firms, and businesses seeking an award of a City of Woodbury contract may not initiate or continue any verbal or written communications regarding this solicitation with any City officer, elected official, employee or other City representative without permission of the City Representative named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Mayor and City Council. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the lowest responsible and responsive bidder. City of Woodbury reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest.

Proposals will be evaluated by the City of Woodbury and the project award is anticipated upon completion of this evaluation. All Proposals become the property of the City of Woodbury. Selection of the proposal will be determined by cost, experience in previous like projects, schedule, and references.

OWNER reserves the rights to waive any technicalities or to reject any or all Proposals, to evaluate Proposals, and to accept any Proposal which in its opinion may be in the best interest of OWNER. No Proposal will be rejected without just cause.

No PROPOSER may withdraw his proposal within the time limit specified in the Instructions to Bidders/Proposers.

All companies submitting a bid will be notified in writing of award.

BID FORM

To: City of Woodbury
PO Box 297
18053 Main Street
Woodbury, Georgia 30096

Notice to Bidders:

In compliance with your Notice to Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Woodbury, to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**City OF Woodbury
DOWNTOWN PARKING AND
TRANSPORTATION IMPROVEMENT PROJECT**

The Bidder has carefully examined and fully understands the Plan and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Woodbury in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed on the attached drawings for the following bid amounts;

BASE BID

Downtown Parking and Transportation Improvements (lump sum amount)

_____ Dollars

(\$ _____)

Bid Breakdown for each

Striping and Signage Improvements \$ _____

All other Improvements \$ _____

Bidder further declares that the full name and resident address of all persons and parties interested in the foregoing bid as principals, are as follows:

Signed, sealed, and dated this _____ Day of _____,

Bidder: _____ (Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said bid in behalf of the Contractor, was then (Title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This ____ day of _____, 20 ____.

_____(Seal)
Signature

REFERENCES

City of Woodbury requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contact Person _____

Telephone _____ Facsimile _____

E-Mail Address _____

Company Name _____

MINOR CONSTRUCTION INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

(b) The following additional coverages must apply:

* 1986 (or later) ISO Commercial General Liability Form

* Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)

* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations))

* Blanket Contractual Liability

* Broad Form Property Damage

* Severability of Interest

* Underground, explosion, and collapse coverage

* Personal Injury (deleting both contractual and employee exclusions)

* Incidental Medical Malpractice

* Hostile Fire Pollution Wording

3. Auto Liability Insurance

(a) \$500,000 limit of liability per occurrence for bodily injury and property damage

(b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

(c) Additional Insured Endorsement

(d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability

(a) The following additional coverages must apply

* Additional Insured Endorsement

* Concurrency of Effective Dates with Primary

* Blanket Contractual Liability

* Drop Down Feature

* Care, Custody, and Control - Follow Form Primary

* Aggregates: Apply Where Applicable in Primary

* Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount

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6. City of Woodbury (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
 7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
 8. Certificate Holder should read:
City of Woodbury
3167 Main Street
Woodbury, Georgia 30096
 9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
 10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
 11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
 12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
 13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
 14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
 15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Woodbury as to form and content has been filed with the City of Woodbury. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

16. The Contractor shall agree to waive all rights of subrogation against the City, the Mayor and Council, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.

17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.

18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the city upon their request.

19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Woodbury registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Woodbury, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Woodbury Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).