



INVITATION TO BID (ITB)

Bid Number: SPLOST-08	Project Name: Mell Ave Traffic Calming Installation
Due Date and Time: September 27 th . 2019 Local Time: 4:30 P.M.	Number of Pages: <u>32</u>

ISSUING DEPARTMENT INFORMATION City of Clarkston Robin Gomez – City Manager Issue Date: September 16 th , 2019 Phone: 404-296-6489	
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INSTRUCTIONS TO BIDDERS	
Return Submittal to: City of Clarkston City Annex 1055 Rowland Street Clarkston, GA 30021 ATTN: Robin Gomez City Manager Hours of Operation: Mon.-Fri. 9am – 5pm	Mark Face of Sealed Envelope/Package: Bid Number: SPLOST-08 Name of Company or Firm: _____ <hr/> <ul style="list-style-type: none"> • Special Instructions: Deadline for Questions: 5:00 PM; September 23rd, 2019 • Email questions to Larry Kaiser at (owner’s representative); kaiser@co-infra-services.com (call 404-909-5619 to confirm receipt of email) • Refer to Schedule of Events in bid package for additional instructions • A pre-bid meeting will not be held

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder State I.D. Number:	Bidder E-mail Address:
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

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**INVITATION TO BID
MELL AVE TRAFFIC CALMING INSTALLATION**

The City of Clarkston (CITY) is accepting sealed bids from qualified firms for the **MELL AVE TRAFFIC CALMING INSTALLATION project**. All work will be done in accordance with the City of Clarkston Speed Hump Specifications unless otherwise noted, for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

The Traffic Calming speed hump installation shall be complete within **30 calendar** days from the date of issuance of Notice to Proceed.. Liquidated damages in the amount of **\$500 per day** will be assessed, excluding quantifiable weather delays, supplier equipment delays, or similar events outside the control of the contractor, for each day that the project is not substantially complete.

CITY will receive sealed bids until **4:30 PM; September 27th, 2019 at City of Clarkston; City Annex, 1055 Rowland Street; Clarkston, GA 30021; ATTN: Robin Gomez; City Manager**. Bids received after this time will not be accepted. Bids will be publicly read aloud in the City of Clarkston City Annex Conference Room at approximately 4:35 PM on September 27th, 2019. All interested parties are invited to attend. Pre-bid conference will not be held. Apparent bid results will be posted on the City web site; www.clarkstonga.gov Bids received after the above date and time or in any location other than that specified will not be accepted.

Bidding Documents are available for download from the CITY web site; www.clarkstonga.gov

Bids shall be presented in a sealed envelope with the bid number (SPLOST-08) and the name of the company or firm submitting clearly marked on the outside of the envelope. **ONE (1) ORIGINAL (PAPER) AND ONE (1) COPY (PAPER) MUST BE SUBMITTED**. Bids will not be accepted verbally, by fax, or email.

Award will be made to the vendor submitting the lowest responsive, reliable and responsible bid. The CITY reserves the right to reject any or all bids and re-advertise, to waive any informalities or irregularities and to make an award as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

The bid submittal shall also include a bid bond in the form of a certified check or cashier's check in the amount of five percent (5%) of the total bid, made payable to City of Clarkston, Georgia. Payment & Performance bonds will not be required on this project.

The City of Clarkston does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City should be directed to the ADA Compliance Officer; Robin Gomez; 404-296-6489.

The contractor must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The provisions of the Disadvantaged Business Enterprise (DBE) Program shall apply.

The DBE goal for this Project is 12%.

“The City of Clarkston”, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.”

All questions regarding the bid documents shall be made via email to the Project Manager; kaiser@co-infra-services.com. The Project Manager will acknowledge receipt of questions. If bidder does not receive acknowledgement, it's the bidder's responsibility to contact the Project Manager at 404-909-5619 to ensure questions are received. The deadline to submit questions is 5:00 PM on September 23rd, 2019. The City will post “Response to Questions and/or Addendum”, if applicable, on the CITY web site no later than 5:00 PM on September 24th, 2019.

To report bid rigging activities call:

1-800-424-9071

The U.S. County of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Invitation to Bid SPLOST-08
BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid	1
2	Bid Form and Addenda Acknowledgement (2 pages)	10-11
3	Bid Bond (3 pages)	12
4	Qualification Signature and Certification	15
5	List of Subcontractors & DBE Percentages	16
6	Contractor & Subcontractor Affidavit and Agreement (E-Verify)	17-18
7	Disclosure Form	19
8	Certificate of Sponsor Drug Free Workplace	20
9	Documented Work Experience (Speed Tables)	21
10	Bid Schedule of Items – Exhibit A	26

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price contract with one firm to be the primary supplier for the work specified in the SPLOST-08 Bid Schedule and the contents of the Bid Package.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive, but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The CITY shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The CITY reserves the right to cancel the contract at any time with 30 days written notice.

The CITY’s DBE goal is 12%.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors’ until fully paid for by the CITY

All items to be bid FOB, 1055 Rowland Street, Clarkston, GA 30021. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor’s expense to the complete satisfaction of CITY with no additional expense to the CITY. Prime contractor shall perform **a minimum of 30%** of the work.

EVALUATION

The CITY intends to evaluate the Invitation-to-Bid (ITB) on the lowest, reliable and most responsive vendor. A decision not to select the low bidder could be based on reference checks that identify a history of poor work performance.

INSURANCE REQUIREMENTS

Within 5 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the CITY Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the CITY.

Within 5 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the CITY Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the CITY. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the CITY's Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the CITY.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
 - (i) The CITY and CITY Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY or CITY Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the CITY or CITY Parties. Any insurance or self-insurance maintained by the CITY or CITY Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY or CITY Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the CITY and CITY Parties for losses arising from Work performed by the Contractor for the CITY for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the CITY and CITY Parties for losses arising from Work performed by the Contractor for the CITY.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the CITY with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the CITY within ten (10) days of the Notice of Award.

The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

- (9) CITY as Additional Insured and Loss Payee: The CITY shall be named as an additional insured and loss payee on all policies required by this Agreement, except the CITY need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the CITY. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

PAYMENT AND PERFORMANCE BONDS are not required for this project.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A PROPOSAL

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the CITY are entirely the responsibility of the bidder. The CITY is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the CITY.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: CITY OF CLARKSTON
1055 Rowland Street
ATTN: Robin Gomez

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with CITY, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number SPLOST-08
MELL AVE TRAFFIC CALMING INSTALLATION PROJECT

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, 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 in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The 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, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within Thirty (30) calendar days from the Notice to Proceed. If weather or material availability affects the required completion schedule, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$) (Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

If this bid shall be accepted by the CITY and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the CITY may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the CITY as liquidated damages.

➤ Bidder acknowledges and has incorporated the following **Addenda** into the bid submittal:

Addendum No.	Date Viewed
_____	_____
_____	_____
_____	_____

Add additional pages as necessary for the Addendum

➤ Bidder acknowledges that it has read all of the city posted "**Response to Questions**" by checking the following box: YES

*****SUBMITTED BID THAT DOES NOT ACKNOWLEDGE THE **ADDENDUM AND/OR RESPONSE TO QUESTIONS** MAY BE CONSIDERED BY THE CITY AS AN INVALID BID *****

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
CITY OF CLARKSTON, GEORGIA**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "CITY" (Name and Address):

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021
ATTN: Robin Gomez

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the CITY, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title:

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the CITY or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the CITY upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The CITY accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the CITY; or
 - 3.3 The CITY fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the CITY, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the CITY and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

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)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS & CONTRACTOR DBE %

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

CONTRACTORS & PROPOSED DBE PERCENTAGES

NAME: _____ DBE % _____

NAME: _____ DBE % _____

ATTACH ADDITIONAL PAGES AS NECESSARY

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

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 has registered with and is participating in a federal work authorization program, 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 the CITY, contractor will secure from such subcontractor(s) similar verification of compliance with OCGA § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto bid package. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Contractor Name

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 _____, 201_

Notary Public
My Commission Expires:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

SUB- CONTRACTOR E-VERIFY

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 has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned agrees that they shall be in compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08. Sub-contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the Contractor is retained to perform contact services with the CITY.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Sub- Contractor Name

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE
____ DAY OF _____, 201_

Notary Public
My Commission Expires: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with CITY officials/employees or Owner's Representative (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the CITY Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named CITY Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the CITY and your relation:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative

or _____

whose address _____

and it is also that:

1. The provisions of Section 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; and,
2. A drug-free workplace will be provided for the sponsor’s employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with _____
_____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DOCUMENTED EXPERIENCE

Provide a list of projects providing documented experience for the installation of speed humps shown in DIAGRAM A or similar to City of Clarkston standards. Please complete the form below or provide this information on a separate sheet. Minimum of two (2) projects required.

Description of Work	Date Completed	Company Name	Contact Person	Phone Number

Company Name _____

PROJECT WORK SCOPE

PROJECT TITLE

The City of Clarkston requests interested parties to submit formal sealed bids/proposals for the **SPLOST-08 MELL AVE TRAFFIC CALMING INSTALLATION** project.

REQUIRED BIDDING DOCUMENTS

The submitted bid shall be based on the project details described in the following Specifications, Exhibits A, B & C and the required submittals identified in the Bidding Instructions section of the ITB:

PROJECT DESCRIPTION

The Project consists of the selected contractor providing all labor, materials and equipment in the installation of three (3) Speed Tables (speed humps) and associated signage on Mell Ave.

SPECIFICATIONS

Unless otherwise noted, all work associated with this contract shall meet the City of Clarkston & Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. The special provisions shall take precedence over the standard specifications if conflicts are evident.

PROSECUTION AND PROGRESS

Construction shall begin no later than 10 calendar days following the Notice to Proceed. The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within the calendar days indicated on the Bid Schedule. Inclement weather days and availability of materials, will not count against the available calendar days.

“Speed Hump” signs and the “Asphaltic Concrete Speed Tables” shall be installed per the Specifications outlined in Exhibit B.

The City will locate each Speed Table on Mell Ave prior to work commencement.

Normal workday for this project shall be 9:00 AM to 4:00 PM and the normal work week shall be Monday through Friday. The CITY will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on county or state recognized holidays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The CITY shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. The City will hold back ten percent (10%) from the final invoice for a period of 60 days to ensure work is deemed acceptable.

The Contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

None anticipated

OC/OA TESTING OF MATERIALS

None anticipated.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The CITY reserves the right to add or delete quantities at any time with no alterations in the submitted Unit Price. Contractor will notify the CITY in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the CITY.

UTILITIES

Contractor shall be responsible for the cost and coordination of any utility relocation necessary to the completion of the work.

TRAFFIC DETOUR PLAN

Contractor shall provide a traffic detour plan for the project. The Project Area map is provided as Exhibit C.

GENERAL CONSTRUCTION GUIDELINES

1. **The Prime Contractor shall be required to perform a minimum of 30% of the total contract value work.** All work shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation and the City of Clarkston's Specifications & Details (Exhibits A & B).

1. The contractor shall be required to give 24 hour notice to the Owner's Representative before proceeding with any work.
2. The contractor shall furnish, install, maintain and remove "Construction Ahead" and "Reduced Speed Limit – 20 MPH" signage. This signage shall remain in-place on both approaches to the work zone until the project is completed (speed humps and signage installed).
3. City to provide layout for the "Residential Speed Control District" signage. Contractor to fabricate and install. Signs shall be 30 " x 30". Bid Item identified in Bid Schedule.
- 4.. Project notices shall be mailed or dropped off at each residential home on Mell Ave no later than 48 before work commences. Notices to be approved by Owner's Representative before notices are delivered. Notices shall, at a minimum, state the project name, the anticipated start and complete date, name of contractor, contractor letterhead and phone number of superintendent.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

Event:	Date:
Release of ITB	Monday, September 16 th , 2019
Deadline for Written Questions	Monday, September 23 rd , 2019; 5:00 PM
CITY to post on CITY web site “Response to Questions” and/or Addendum	September 24 th , 2019; 5:00 PM
Deadline for Bid Submittal 4:30 PM	On or before September 27 th , 2019;
City Council Vote	October 2 nd , 2019
Contract Signatures Both Parties	October 3 rd – 8 th , 2019
Notice to Proceed Issued (On/about)	September 9 th , 2019

*Submit questions via email to Larry Kaiser; kaiser@co-infra-services.com

Bids Due: September 27th; 2019 @ 4:30 PM

Bids are due to:

City of Clarkston
City Annex
1055 Rowland Street
Clarkston, GA 30021

ATTN: Robin Gomez
City Manager

NOTE: Hours of operation are from 9:00 AM until 5:00 PM Monday-Friday

**(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)
EXHIBIT A**

BID SCHEDULE OF ITEMS (1 page)

Contract Scope: Work required under the contract includes furnishing all labor, materials, and equipment for the installation of three (3) Speed Tables, striping & marking of the Speed Tables, associated Speed Table signage and related tasks

<i>City of Clarkston; DeKalb County</i> SPLOST 08 – MELL AVE TRAFFIC CALMING PROJECT					
ITEM NOS.	ITEM DESCRIPTION	QTY	UM	UNIT PRICE	COST
1	Traffic Control	1	LS		
2	Provide and Install Asphaltic Concrete Speed Tables; per the specifications provided & Exhibit B	3	EA		
3	Thermoplastic Striping & Markings for Speed Tables; per the specifications provided & Diagram A	1	LS		
4	Fabricate and Install Speed Table Signage (Speed Hump, Speed Advisory Plate and Residential Speed Control District); per the specifications provided & Diagram A	6	EA		
				TOTAL BID	\$

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Print Total Bid Price for “A”: (print) _____

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In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city’s NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

EXHIBIT B

SPECIFICATIONS

INSTALLING ASPHALTIC CONCRETE SPEED TABLES

1. Paving Speed Humps

The procedure for installing the Asphaltic Concrete Speed TABLE (See DIAGRAM A) shall be as follows:

- a) Immediately prior to construction, the Contractor shall thoroughly clean the designated locations of all dirt, loose stone and other debris to the satisfaction of the Engineer.
- b) The designated locations shall be tacked, in accordance with Section 413 of the GDOT Standard Specifications, at the rate to be determined by the Engineer or as specified in the specifications. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways and miscellaneous structures. Contractor will be responsible for all clean up should such overspray occur.
- c) Concrete cap blocks shall be set in a straight line, as illustrated in DIAGRAM A. Unless otherwise approved, all cap block placement must start at the centerline extending out. Blocks shall have a rating of 3000 PSI in accordance with ASTM C331-04, Lightweight Aggregates and ASTM C90-05, Load Bearing Concrete. Upon request, the Contractor shall provide City of Clarkston with appropriate documentation of certification/testing. Blocks shall be provided on demand to City of Clarkston for testing purposes. All blocks not in compliance with these specifications will be removed and repaired in compliance with our repairing contract, at no cost to the City.
- d) Contractor shall place 9.5 mm Asphaltic Concrete (SP, Type II), to the lines and grades specified for the Flat Topped Speed Table, as shown in the attached DIAGRAM A. The placing and rolling operation shall be such that the concrete cap blocks are not displaced, the required compaction is achieved and the final profile and thickness is within 1/4" tolerance of the grade indicated. Any Speed Table whose finished grade exceeds the allowable 1/4" tolerance will be removed and replaced by the Contractor, at no additional cost to the City of Clarkston..
- e) The Contractor shall schedule the work such that no "incomplete speed hump (s) exists at the end of any given day; i.e. a speed hump extending across one lane will not be permitted to be left overnight. In addition, all traffic shall be detoured around the speed hump installation work zone during construction and no traffic shall be permitted to utilize the speed hump for a minimum of 2 hours after the Speed Table is completed. Sufficient flagman shall exist to ensure the residential property owners are provided an alternate route as the work occurs. The street network in the project area allows for sufficient alternate routes.
- f) Traffic detour plan including signage and flagman locations shall be provided prior to the City issuing a Notice-to-Proceed
- g) Speed table tapers shall be 1 foot from edge of pavement (EOP) on all road widths except for road widths of 22' or less. On road widths of 22' or less, the taper shall be 6 inches from EOP. See SIAGRAM A for details.

2. Signs and Markings

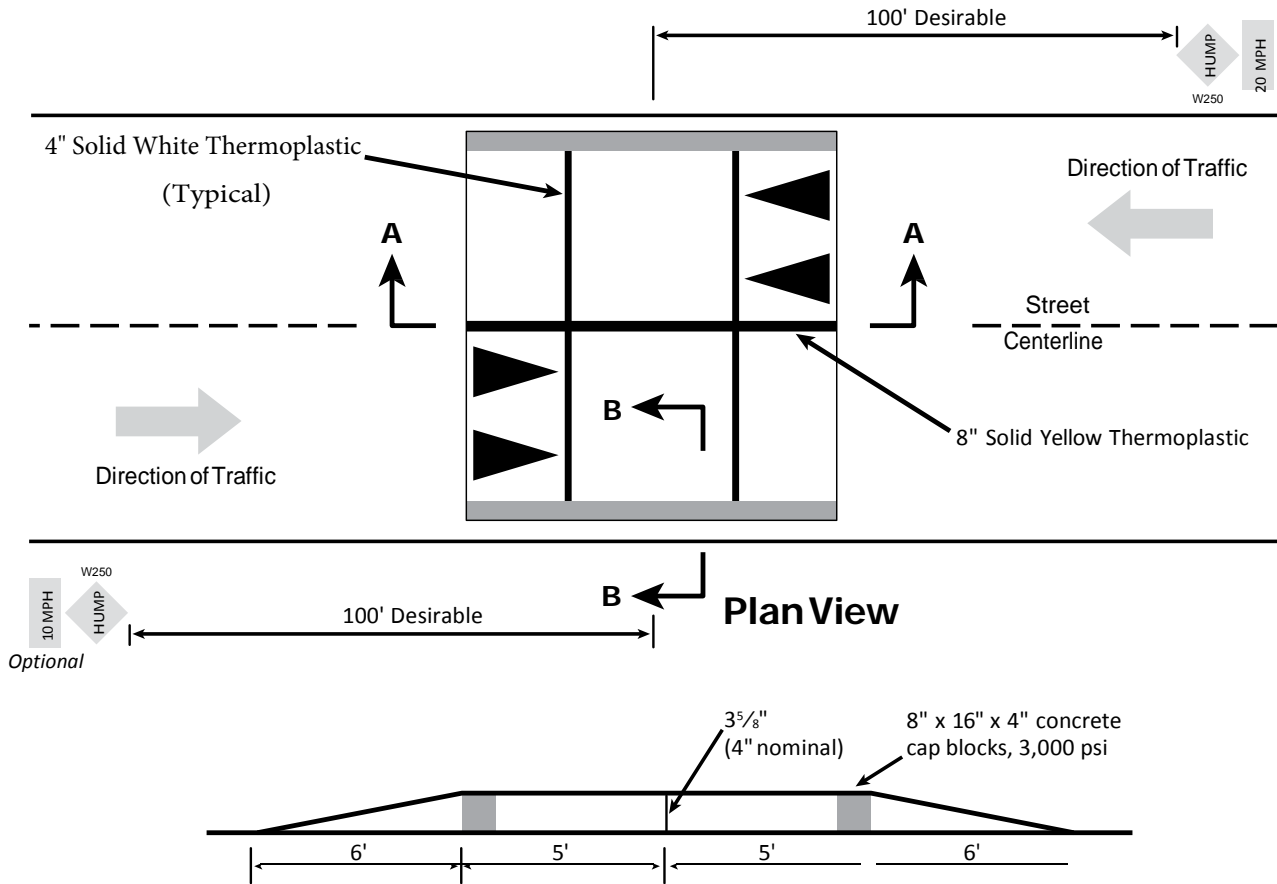
- a) The contractor shall be responsible for the installation of pavement markings and traffic control signs.
- b) All pavement markings shall be thermoplastic and will be supplied by the Contractor. All markings are to contain glass spheres for reflectivity. The dry markings will have a thickness of 90 mils. All pavement markings shall be laid out by the Contractor as shown in DIAGRAM A. Certification of thermoplastic material shall meet Georgia DOT specs section 653, Thermoplastic Traffic Stripe. The application of the thermoplastic material (no pre-made markings) needs to be at 400 degrees.
- c) Temporary tape shall be used to identify the center of the speed hump and shall be removed when the thermoplastic striping occurs.
- d) Thermoplastic striping shall occur no sooner than 3 days and no greater than 7 days after the speed humps are installed. The time period begins at the completion of the last speed hump.
- e) The contractor shall place one (1) "Residential Traffic Calming District" sign" on each approach to the Mell Ave speed table area. The "Residential Traffic Calming District" Signs (2) shall be installed by Contractor or Sub-Contractor no sooner than forty-eight (48) hours and no later than seventy-two (72)

before **the first** speed table installation occurs.

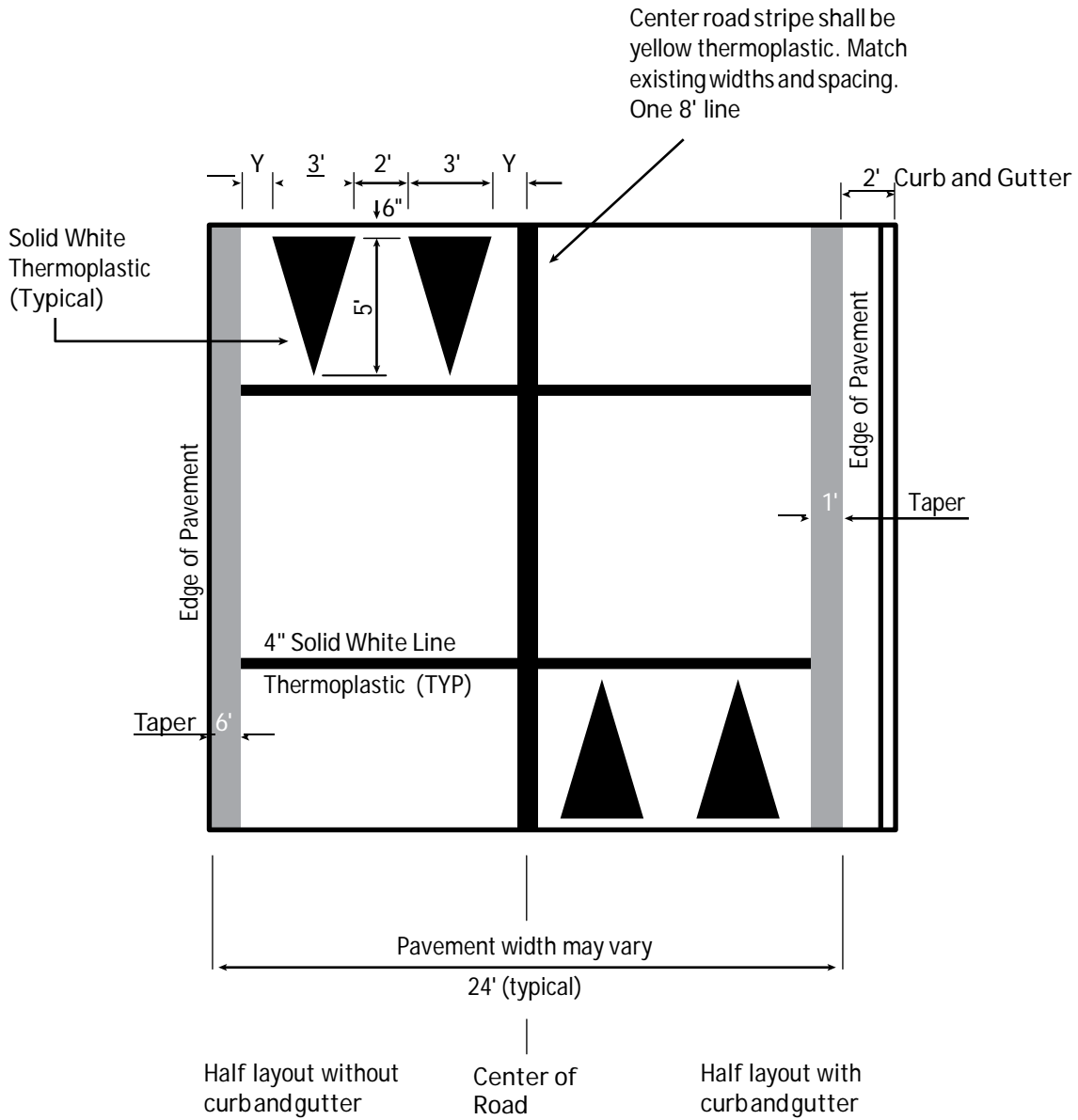
- f) A "Speed Hump" sign shall be installed on each approach to a speed hump. The installation of these signs shall occur after completion of **each** hump on any given day.
- g) Posts shall be driven into ground, not set in concrete .
- g) Each signpost bolt must be made theft-proof. The two common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

DIAGRAM A

City of Clarkston Speed Table - Construction



Speed Table - Pavement Marking Details



Speed Table – Signage Layout

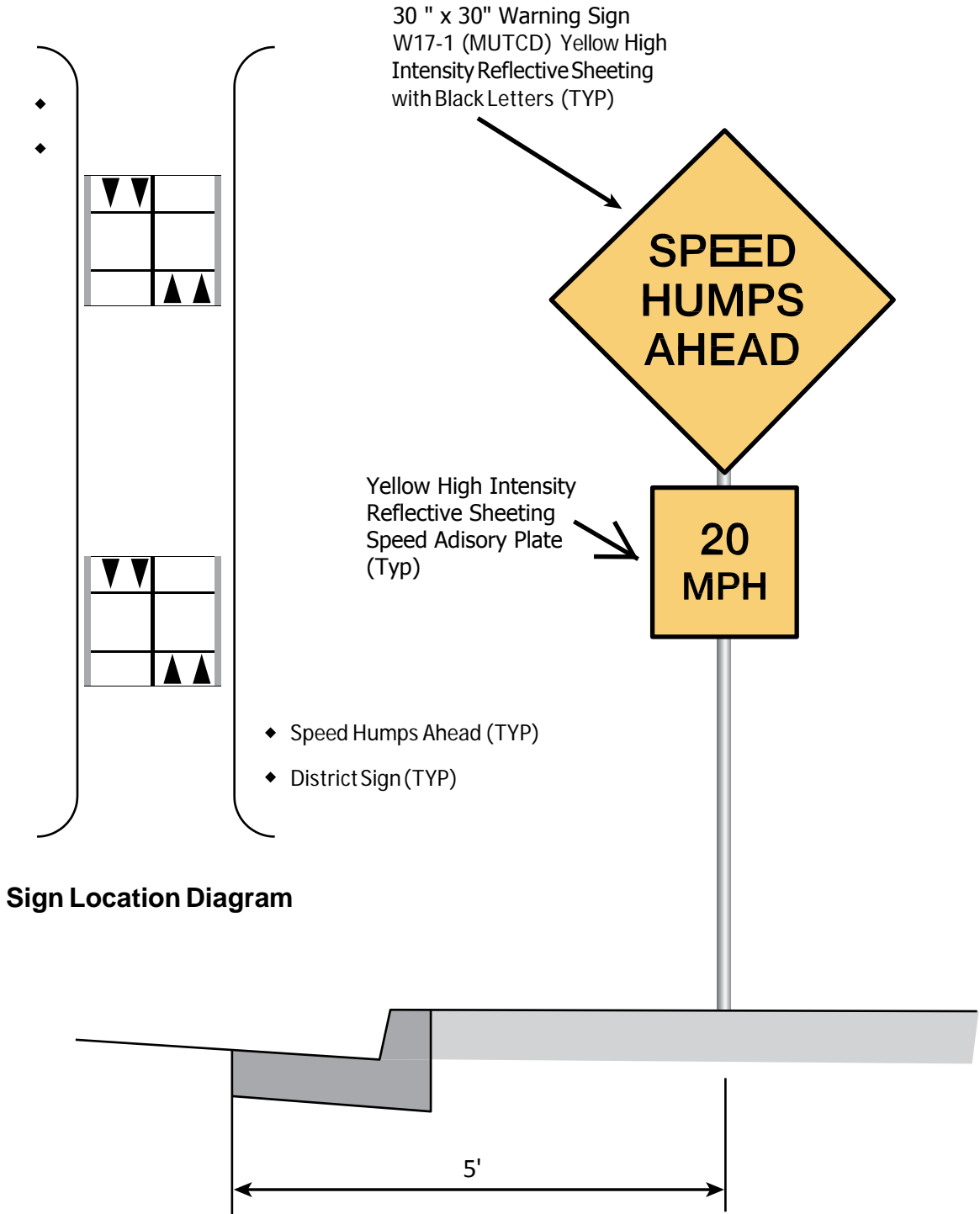


DIAGRAM B

MELL AVE SPEED CONTROL PROGRAM "Speed Tables"



#1

#2

#3

existing 3 way
stop sign

1850 feet

LEGEND

- #1 - Near 929 Mell Ave
- #2 - Between Mell Place & 957 Mell Ave
- #3 - Between 1028 Mell Ave & Jolly Ave