

INVITATION TO BID

FARMERS MARKET CULVERT INLET IMPROVEMENTS

PRE-BID WORKSHOP: NONE

BID OPENING: 11:00 AM, July 2, 2026

DOCUMENT CHECKLIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

- GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS
- SURETY REQUIREMENTS
- PROPOSAL
- PLANS/SPECIFICATIONS - Plan Sheets **must be** purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233- 7020 or email: cdrwest@cdrepro.com.
- PERFORMANCE BOND – Required at the time of contract.
- PAYMENT BOND – Required at the time of contract.
- CONTRACT
- LEGAL NOTICE
- ATTACHMENTS: A. DRUG FREE WORKPLACE; B. CONTRACTOR E-VERIFY; C. SUBCONTRACTOR E-VERIFY; D.SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS; E. REFERENCES

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RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY:

DATE

SIGNATURE

TITLE : _____

COMPANY: _____

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply the City of Garden City (City) with construction and/or services as indicated herein. Sealed bids will be received at City Hall at **100 Central Avenue, Garden City, Georgia 31405 up to 11:00PM local time, July 2, 2026**, at which time they will be opened and publicly read. **City reserves the right to reject all bids that are non-responsive or not responsible.**

Instructions for preparation and submission of a bid are contained in this Invitation To Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

A **Pre-bid Conference** is not scheduled.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Project Manager will issue a written addendum to document each approved change. Generally, when addenda are required, the bid opening date will be changed.

INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply City with equipment, supplies, and/or services as described herein. All bids are governed by the laws of the State of Georgia.

1.2 How to Prepare Bids:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review all provisions and attachments carefully of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 How to Submit Bids:

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
 1. **Mailing Address: City of Garden City, Farmers Market Culvert Inlet Improvements, 100 Central Avenue, Garden City, Georgia 31405.**
 2. **Hand Delivery: City of Garden City, Farmers Market Culvert Inlet Improvements, 100 Central Avenue, Garden City, Georgia 31405.**

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the Project Manager in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their

oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document and stating reason therefore.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of City. City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted after the bid opening on the Georgia Procurement Registry website at <https://ssl.doas.state.ga.us/GPRBuyerPortal/>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to City in such capacity before a contract has been entered into between such party and City.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the contractor and the City. Any such requirement specifically set forth in any contract document between the contractor and City shall be supplementary to this section and not in substitution thereof.
- 1.12 **Contractor:** Contractor or subcontractor means any person or business having a contract with CITY. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.13 **Local Preference:** "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County AND all real and personal property taxes are paid prior to award of a contract or purchase. **"NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS."** However, contractors are encouraged to apply the same method when awarding bids to local M/WBE businesses whenever possible to promote growth in Chatham County's economy.
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

****** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for City, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

- 1.15 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of General Contractors by **I July 2024**: *General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 1.16 **Immigration:** All contractors and subcontractors with 100 or more employees entering into a contract or work must sign an affidavit that he /she has used the E-Verify System. **E-Verify is a no-cost federal employment verification system to insure employment eligibility.** Affidavits are enclosed in this solicitation. You may go to **<http://www.uscis.gov>** to find the E-Verify information.

- 1.17 **Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1, required Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.
- 1.18 **Protection of Resident Workers.** City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Farmers Market Culvert Inlet Improvements

Item Number	GDOT ITEM	Item Description	Quantity	Unit	Unit Price	Amount
1	550-2480	STORM DRAIN PIPE, 48 IN, CLASS III	48	LF		
2	500-3101	CLASS A CONCRETE	10	CY		
3	511-1000	BAR REINF STEEL	600	LB		
4	603-7000	PLASTIC FILTER FABRIC	84	SY		
5	711-0300	TURF REINFORCING MATTING, TP 3	84	SY		
6	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	104	SY		
7	207-0203	FOUND BK FILL MATL, TP II	32	CY		
8	700-6910	PERMANENT GRASSING	0.11	AC		
9	700-7000	AGRICULTURAL LIME	0.5	TN		
10	700-8000	FERTILIZER MIXED GRADE	0.5	TN		
11	700-8100	FERTILIZER NITROGEN CONTENT	5	LB		
12	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	EA		
13	163-0232	TEMPORARY GRASSING	0.11	AC		
14	163-0240	MULCH	1	TN		
15	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA		
16	163-0310	CONSTRUCTION EXIT TIRE CLEANING STATION (PER DAY)	1	EA		
17	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	EA		
18	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	300	LF		
19	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA		
20	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA		
21	167-1000	WATER QUALITY MONITORING AND SAMPLING	2	EA		
22	167-1500	WATER QUALITY INSPECTIONS	4	MO		
23	171-0030	TEMPORARY SILT FENCE, TYPE C	300	LF		
24	210-0100	GRADING COMPLETE	1	LS		
25	150-0232	TRAFFIC CONTROL	1	LS		
26	SP	PIPE SCREENS	2	EA		
27		Field Allowance	1	LS		\$25,000

Total Price _____

NAME / TITLE

COMPANY

ADDRESS

PHONE / FAX NUMBERS

EMAIL

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from City. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Project Manager's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 **Guarantee/Warranty:** Unless otherwise specified by City, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition or replace the material and/or services to the complete satisfaction of City. These repairs, replacements or adjustments shall be made only at such time as will be designated by City as being least detrimental to the operation of City business.
- 2.7 **Liability Provisions:** Where bidders are required to enter or go onto City property to take measurements or gather other information in order to prepare the bid or proposal as requested by City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless City from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder to be awarded a contract with City.
- 2.8 **Cancellation of Contract:** The contract may be canceled or suspended by City in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to City for costs to City in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify City and its officers, agents and employees against liability, including costs and expenses

for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of City of supplies furnished or construction work performed hereunder.

2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.

2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to City, price and other factors considered. City will make the determination as to which bid or proposal that serves as the best value to City.

2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of City staff may be filed with the City Human Resources Director for review and resolution.

2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. City has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

City has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified.

2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and

maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

It is every contractor's responsibility to provide City current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.16.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm City is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include City).

City as an Additional Insured: City invokes the defense of sovereign immunity. In order not to jeopardize the use of this defense, City **is not** to be included as an Additional Insured on insurance contracts.

2162 **Minimum Limits of Insurance** to be maintained for the duration of the contract:

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to City.
- e. **Proof of Insurance:** City shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, City before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of City.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an AM. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by City.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to City, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2164 Additional Coverage for Specific Procurement Projects:

- a. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, and consultants.

Minimum Limits:
Coverage Requirement:

\$1 million per claim/occurrence. If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if tail coverage has been purchased and the duration of the coverage.

- b. **Builder's Risk:** Covers against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Occupancy Clause - permits City of Garden City to use the facility prior to issuance of Notice of Substantial Completion.

2.17 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidder's proposal or bid and by reference are made a part hereof.

2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by City, Project Manager or his designee. In case of a default on the part of the bidder after such acceptance, City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Project Manager or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.20 **Payment to Contractors:** Instructions for invoicing City for products delivered to the City are specified in the contract document.

- a. Questions regarding payment may be directed to the City Finance Officer at (912) 748-7261 or the Project Manager as specified in the contract documents.
- b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
- c. Upon completion of the work or delivery of the products, the Contractor will provide City with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for City have been paid in full.

2.21 **Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- d. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

2.22 **Owner's Right to Negotiate with the Lowest Bidder:**

In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended .

2.23 **Debarred or Suspended Subcontractors.**

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with City or other government entities. Contractor shall immediately notify City in

the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence:

Lobbying of Procurement Evaluation Committee members, City employees, and City Board members regarding this product or service solicitation, Invitation to Bid (ITB) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited.

2.25 LIQUIDATED DAMAGES: Failure to complete all work within **180** calendar days plus any extension authorized in writing by City shall entitle City to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$250** for each calendar day in excess of the authorized construction time.

2.26 GEORGIA OPEN RECORDS ACT - The responses will become part of City's official files without any obligation on City's part. Ownership of all data, materials and documentation prepared for and submitted to City in response to a solicitation, regardless of type, shall belong exclusively to City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFPs shall be held confidential from all parties other than City until after the contract is awarded by City.

The vendor and their bid price in response to ITBs will be read allowed at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing.

City shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than City, at any time during the solicitation evaluation process.

2.27 GEORGIA TRADE SECRET ACT of 1990 - In the event a Bidder/Proposer submits trade secret information to City, the information must be clearly labeled as a Trade Secret. City will maintain the confidentiality of such trade secrets to the extent provided by law.

2.28 CONTRACTOR RECORDS -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with City. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion.

2.29 REFERENCES - \$500,000 or more: For bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows: SEE ATTACHMENT E.

Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

ADDITIONAL CONDITIONS

- 3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the Contractor for all costs incurred by the Contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the Contractor after receipt of the invoice and approval of the amount by City and the Engineer of Record. City shall make payments to the Contractor within thirty (30) days from the date of receipt of the Contractor's acceptable statement on forms prepared by the Contractor and approved by City and the Engineer of Record.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work under Sections I-8, 9, and 10 of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, City shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to City, then the total amount to be retained may be reduced to 0% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of City.

The Contractor may submit a final invoice to City for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by City except those arising from unsettled liens, faulty or defective work appearing after substantial completion. failure of the work to comply with the requirements of the Contract Documents,

or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by City as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

3.3 SURETY REQUIREMENTS and BONDS:

A. Contractor(s) shall be required at time of contract to post a payment/performance bond, certified check or money order made payable to City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

B. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia.

C. Bidder acknowledges City's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

D. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with City to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.

3.4 WARRANTY REQUIREMENTS:

- a. Provisions of item 2.7 apply.
- b. Warranty required.

X **1. Standard warranty shall be offered with bid.**

3.5 TERMS OF CONTRACT: ONE TIME CONTRACT

3.6 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as City may deem necessary, the Contractor and his subcontractors shall make available to City for examination of all its records with respect to all matters covered by this Contract. It shall also permit City and/or representatives to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of City or at the offices of the Contractor as requested by City.

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CITY PROJECT MANAGER WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and,

further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids, and that any exception taken thereto may disqualify his/her bid.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____ 2021

BY: _____

SIGNATURE

TITLE

COMPANY

Phone/Fax/Email

SURETY REQUIREMENTS

A Performance Bond for one hundred percent (100%) of the bid **shall** be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Notice of Award, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with City to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges City's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

SPECIFICATIONS FOR: Farmers Market Culvert Inlet Improvements

This project is for the Farmers Market Culvert Inlet Improvements, which is located in the City of Garden City. The work will consist of furnishing all materials, labor and equipment for:

The work will include all equipment, materials, supplies, labor, and all other costs associated with construction of a new headwall and pipe extension for the subject canal, drainage improvements, installation and maintenance of erosion, sediment and pollution control BMPs and final site stabilization.

The Prime Contractor must be a licensed contractor in the State of Georgia. All subcontractors must be listed in the bid package or approved by City in writing prior to performing work on the project.

This shall be a Unit Price contract.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

Name/ Title

Company

Address

Phone/ Fax Numbers

E-mail

