



## **Invitation to Bid for Moore Street Sidewalk City of Oxford, Georgia**

### **I - Advertisement**

May 23, 2019

The City of Oxford will accept sealed bids to construct Moore Street Sidewalk (Moore Sidewalk), a new five-foot wide concrete sidewalk on the south side of Moore Street from Longstreet Circle to Haygood Street and on the north side of Moore Street near N. Emory Street in Oxford, Georgia. The project will include demolition, clearing and grading, storm drainage structure installations and modifications, minor utility adjustments, sidewalk construction, landscaping, traffic control, and supporting tasks.

Bidders shall deliver a signed and sealed bid package by **2:00 p.m. on Thursday, June 20<sup>th</sup>, 2019** to:

Matt Pepper, City Manager  
City of Oxford  
110 W. Clark Street  
Oxford, GA 30054  
(770) 786-7004

Bids received after the time and date cited above will be considered late and will not be accepted. The bid envelope should be clearly marked "**Moore Sidewalk Bid.**"

Please direct requests for an Invitation to Bid and plans to Robert Jordan at Jordan Engineering, Inc. ([robert@jordan-eng.com](mailto:robert@jordan-eng.com)). The Invitation to Bid and construction plans are available in pdf format at no cost upon request. Hard-copy, full-sized bid document and plan sets will be provided by Jordan Engineering upon request for \$175 per set.



## **II - Bid Specification Moore Street Sidewalk**

**1 Project Scope.** The City of Oxford, Georgia proposes to construct a new five-foot wide, 4-inch thick concrete sidewalk on the south side of Moore Street from Longstreet Circle to Haygood Street and on the north side of Moore Street near N. Emory Street. Except for minor grading in one location and the relocation of an electric fence, all work will be performed within the Moore Street right-of-way, which is City of Oxford property. The project will include, but may not be limited to:

- Demolition: a portion of several existing driveways will require sawcut and removal; several signs will require removal and relocation; several flared end sections and/or grate inlet tops and a concrete flume will require removal. An existing CMP tee will require excavation and removal for replacement. A few water meters and/or sewer rings and covers might require vertical and/or horizontal relocation to accommodate minor grade changes. Short sections of curb will require removal for a handicap ramp installations; a section of 5-wire electric fence will require relocation; and a power pole guy wire might need relocation/reinstallation.
- Clearing and grading: there will be very little vegetation removal required beyond topsoil stripping in the area of the proposed sidewalk, and structural earthwork will be minimal. Some soil import is expected to be needed to build the sidewalk base in a few areas. The gross earthwork calculation (existing surface versus finished surface) indicates 188 CY of cut and 294 CY of fill, or about 100 CY of net import.
- Utilities installation: apart from the meter relocations mentioned above, utility work will consist of constructing a few new storm structures and constructing new tops and entrance aprons for existing storm boxes. At least one manhole ring and cover will require minor adjustment.
- Paving: aside from the new sidewalk construction, new paving will include reconstruction of multiple residential driveways and an 8" thick concrete section near the Emory gym.
- Landscaping: pruning of a few limbs on trees near the new sidewalk might be required. Temporary and permanent grassing of all disturbed areas will be required as specified in the erosion control plans.
- Pavement striping: a striped pedestrian crosswalk will be installed at Carlton Trail.

- Misc.: Project management, erosion control, traffic control, protection of existing infrastructure, site cleanup, and permanent stabilization as depicted in the site plans and in accordance with City of Oxford standards and specifications.

The contractor shall furnish labor, materials, licenses, equipment, tools, and power to accomplish said scope.

## **2 General Bid Information.**

**2.1 Bid Solicitation.** The City of Oxford requests sealed bids for the Moore Sidewalk construction as described in the Project Scope section above and as shown in plans prepared by Jordan Engineering, Inc.

**2.2 Invitation to Bid Contents.** This Invitation to Bid with referenced attachments for the Moore Street Sidewalk project includes the following items:

- 2.2.1** I - Advertisement
- 2.2.2** II - Bid Specification
- 2.2.3** III - Proposed Provisions for Contract
- 2.2.4** IV - Bid Tabulation
- 2.2.5** V - Signature Page
- 2.2.6** VI – Insurance Requirements
- 2.2.7** VII – Subcontractors List
- 2.2.8** VIII – Bid Bond
- 2.2.9** Attachment A – Construction plans and details for Moore Street Sidewalk

**2.3 Bid Submission.** A sealed and signed bid package must be submitted to Matt Pepper, City Manager, at Oxford City Hall, 110 W. Clark Street, Oxford, Georgia 30054 no later than **2:00 p.m. on Thursday, June 20<sup>th</sup>, 2019**. Normal City Hall business hours are 8:00 am to 5:00 pm. Bids received after the due date and time will not be accepted. Faxed and emailed bids will not be accepted. Bids must be submitted in a sealed envelope and clearly marked with **Moore Sidewalk Bid** on the outside of the envelope. A 5% bid bond and acknowledgement of receipt of any Addenda are required with bid submittal for this project.

**2.4 Evaluation Criteria.** Proposals will be evaluated on criteria deemed to be in the City's best interests to include, but not be limited to:

- 2.4.1** Ability to perform the required work as specified
- 2.4.2** Pricing
- 2.4.3** Contractor qualification and experience
- 2.4.4** Subcontractor qualifications and experience

**2.4.5 Scheduling**

**2.4.6 Information provided by contractor references**

**2.5 Communication with the City.** It is the responsibility of the Contractor to inquire about any part of the Bid Document or referenced plans that are unclear, incomplete, ambiguous, or are not understood. Responses to inquiries, if they change or clarify the Bid Document in a substantial manner, will be emailed as addenda to all parties that are listed on the City's planholders list as having received a copy of the bid document. It is the contractors' responsibility to ensure that they are included on the planholders' list. The City will not be bound by oral responses to inquiries or written responses other than formal addenda. Inquiries about the Invitation to Bid or plans should be emailed to the City Engineer, Robert Jordan, at Jordan Engineering, Inc., [robert@jordan-eng.com](mailto:robert@jordan-eng.com).

**2.6 Costs of Preparation.** The Contractor assumes all the costs of preparation of the proposal and any presentations necessary to the proposal process.

**2.7 Proposal Understanding.** By submitting a bid, the Contractor confirms that the scope, plans, and specifications are understood and adequate, and the Contractor accepts the terms and conditions herein.

**2.8 Right of Rejection.** The City of Oxford reserves the right to reject any or all bids received as a result of this bid solicitation and reserves the right to waive minor technicalities or irregularities in the bid packages or bid process or to re-advertise for bids at their discretion. The City reserves the right to negotiate modifications to any bid at any time prior to contract award with the contractor whose bid is deemed to best meet the City's specifications and needs. The City intends to award all the work to a single bidder. The City reserves the right to reject any or all bids, in whole or in part, and is not bound to accept the lowest bid if it is determined to be contrary to the best interests of the city.

**2.9 Authorized Signature.** Bids must be signed by an official authorized to bind the Contractor to its provisions for at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

**2.10 Addenda.** In the event it becomes necessary to revise or clarify any part of the Invitation to Bid or of the referenced plans, an addendum will be provided **via email** to each prospective bidder on the list of known bid document holders. It is the Contractor's responsibility to confirm the existence and/or number of Addenda prior to the bid submittal and to acknowledge receipt of the Addenda in the bid submittal.

Deadlines for submission of bids may be adjusted to allow for revisions. Initialed acknowledgement of each addenda receipt is required on the signature page of the bid package.

**2.11 Format.** Bids should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the bid solicitation. Bids shall be written in ink or typewritten.

**2.12 Pricing.** The total lump sum price quotation submitted by each bidder on their bid summary page will not be subject to any price increase from the date on which the bid is opened by the City or its agent until the mutually-agreed-to date of contract unless modifications to the scope of services and associated cost modifications are negotiated and mutually agreed upon by the Contractor and the City in writing.

**2.13 Pre-Bid Site Inspection.** The Contractor is strongly encouraged to visit and examine the site prior to submission of a bid to assess existing conditions. No allowance or payment will be subsequently made for any site condition that would have been ascertainable by making a pre-bid site inspection.

**2.14 Bonding.** Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price will be required by the City's contract with the successful bidder if a contract is awarded. Failure to submit a bid bond in the bid submittal may be grounds for rejection of the bid.

**2.15 Notification of Contract Award.** The Contractor will be notified of the City Council's decision to award the contract as soon as is possible, likely shortly after the next Oxford City Council meeting following the bid opening.

**3 Bid Submittal Contents.** The bid submittal shall include the following information. Failure to include this information could result in disqualification:

**3.1 Signed Bid Tabulation.** The Bid Tabulation and Signature Page(s) from this Bid Document including acknowledgement of any relevant Addenda. In addition to the Bid Tabulation pages, we request that you please provide separately a more detailed bid tabulation in your standard company format (if available) that includes more specific breakdown of cost items, unit costs, and subtotals as deemed appropriate to describe the work proposed. The Contractor's unit costs included in the more detailed bid, if not

listed in the Invitation to Bid Section IV, Bid Tabulation, may be used to calculate any required change order costs.

**3.2 Qualifications and Experience.** Contractor shall summarize his or her qualifications, years in business, and experience in providing the level and type of service specified in the bid. Submittal of a list of similar projects recently completed is encouraged. The Contractor shall be prepared to demonstrate that he or she is properly licensed and insured in the state of Georgia.

**3.3 Insurance Certificates.** Provide proof of general liability and workman's compensation insurance in accordance with required provisions (found in Section III – Standard Provisions for Contracts section).

**3.4 References.** Provide at least three owner/client references related to projects of similar size and scope. Include owner or company name, contact name, email, and phone number.

#### **4 Project Management**

**4.1 Public Notification.** Prior to the start of work the Contractor shall notify adjacent businesses, property owners, and residents that may be directly affected by noise, smell, dust, utility interruptions, traffic interruptions, or other nuisances that may be the result of the proposed work. Pedestrian or vehicular access to any business or residence shall not be impeded for an extended period. Traffic flow in Oxford city streets adjacent to the site shall not be interrupted for more than three consecutive hours without the prior approval of the City of Oxford. No work of any type shall be performed within the 60' right-of-way of N. Emory Street, which is Georgia State Route 81 under the jurisdiction of the Georgia Department of Transportation. All costs for public notification shall be considered included in various items of work and no additional compensation will be allowed therefore.

In the event the City receives a complaint regarding odor, noise, schedule, interruption of service, or other nuisance related to the project, the contractor will immediately make efforts to resolve the issue to the satisfaction of the City and the complainant. The contractor shall take such action in a cordial manner and address the resident's concerns as completely and appropriately as possible, informing the City Manager of the issue and its resolution status within 24 hours.

**4.2 Traffic Control.** The Contractor shall provide markers, signs, delineators, and barricades necessary to safely control traffic. The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Full compensation for providing traffic management facilities and maintaining resident

access shall be considered paid under various items of work and no additional compensation shall be allowed therefore. No work of any type shall be performed within the 60' right-of-way of N. Emory Street, which is Georgia State Route 81 under the jurisdiction of the Georgia Department of Transportation.

**4.3 Project Schedule.** The Contractor shall begin work within 45 days of the contract execution date. **If the contractor anticipates that manufacture, procurement, or delivery of any proposed materials or supplies or any other construction consideration would prevent a start date within 45 days of the contract date, the contractor's bid submittal should clearly indicate an alternate proposed project schedule.** Work shall progress steadily in a single phase until completion without significant interruptions or demobilization except as required by weather or other factors beyond the Contractor's control. Failure of contractor to make consistent progress toward work completion shall constitute breach of contract and result in execution of the performance bond.

**4.4 Liquidated Damages.** The Contractor shall complete all work, stabilize the site, complete site cleanup, and demobilize within 120 calendar days of the start of work following receipt of a contract signed by an authorized City official. For each additional working day required to complete the project and demobilize, the Contractor's compensation shall be reduced by \$500. If weather, scope changes, or other circumstances out of the contractor's control changes the time required to complete the work, the Contractor may request, and the City may provide upon its discretion after review and confirmation, additional days to complete the project.

**4.5 Working Hours.** Site work is to begin no earlier than 7:30 am and end no later than 6:30 pm. Work shall not be performed during the weekend without prior approval of the City.

**4.6 Change Orders.** Change order requests by the contractor shall be requested of the City a minimum of 2 workdays prior to approval or execution.

**4.7 Materials Storage and Erosion Control.** Overnight storage of materials or overnight parking of Contractor vehicles or equipment on City streets will be allowed only in an area approved by the City Manager and/or Public Works Superintendent. Extended exposure of disturbed bare earth beyond five working days is not allowed to occur during this project. All materials spillage or mud tracking onto public streets, driveways, and gutters shall be removed or cleared immediately to the satisfaction of the City and as required by the erosion control plan.

**4.8 Waste and Cleanup.** The Contractor shall not allow the site of the work to become littered with trash or waste material and shall maintain the site in a neat and orderly condition throughout the construction period.

**4.9 Toilet Facilities.** Contractor shall provide portable toilet facilities and wash area for his/her forces.

**4.10 Safety.** The Contractor shall perform all the work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for traffic control and trench construction, as applicable.

#### **4.11 Preservation and Restoration of Property**

**4.11.1 Nuisance.** Contractor shall protect nearby properties from harm or damage and take appropriate steps to minimize dust and noise nuisances arising from Contractor's operations.

**4.11.2 Damage.** Damage to trees, shrubs, lawns, and other landscaping improvements outside the planned limits of disturbance caused by the operation of the Contractor or his/her subcontractors shall be Contractor's responsibility and shall be repaired at his/her expense and he/she shall be solely liable therefore. Contractor repairs shall match existing landscaping, construction materials, and methods for landscaping improvements during restoration.

**4.11.3 Repair Compensation.** Full compensation for protecting and repairing property as specified herein and all payments for the protection, repair, or restoration of existing improvements and utilities shall be considered as included in the price paid for other items of work and no additional compensation will be allowed thereof.

#### **4.12 Public Utilities**

**4.12.1 Services.** Contractor shall not interrupt any existing public utilities or private service lines without prior approval of the City. Except for unforeseeable interruptions all required interruptions shall be scheduled in advance and the service utility agency shall be given a minimum of six work days advance notice.

**4.12.2 Existing Utilities.** Contractor is responsible for field locating and protecting existing underground and aboveground utilities which may be affected by the work.

**4.12.3 Utility Company Notification.** Contractor shall notify affected utility companies 48 hours in advance of work to be performed within 2 feet or closer to high-risk facilities.

**4.13 Cooperation with Other Work.** The Contractor shall coordinate with the City of Oxford or other entities with potential nearby ongoing work and shall cooperate with all other



Contractors or other forces and to this work so that the operations of both suffer the least interference and delay.

- 5 Correction of Work.** Following completion of work, Contractor shall have no more than thirty (30) calendar days from the Notice of Correction or “Punch List” to correct all deficiencies listed in such notice, unless otherwise agreed by the City. If all required corrections are not completed in the specified timeframe, the City may complete such deficiencies or accept the defective work subject to an equitable deduction from the contract price that may be made therefore by the City.
- 6 Contract Provisions.** If a contract is awarded, the selected bidder should be prepared to enter into a contractual agreement with the City of Oxford having provisions as reflected in the “Proposed Provisions for Contract – Moore Street Sidewalk Improvements” that are included as a part of this bid specification.
- 7 Rock Removal.** No significant deep earthwork is anticipated to occur in this project, but the information below defines how rock definition and removal should be handled should it occur:

Rock (Definition) – Solid mineral material with a volume in excess of ½ cubic yard that cannot be broken down and removed by use of heavy construction equipment, such as a Caterpillar 215 or equivalent, bulldozer such as a Caterpillar D8K equipped with single tooth hydraulic ripper, ¾ cubic yard capacity power shovel, rooters, etc., and without drilling or blasting. Materials which can be loosened with a pick, hard pan, boulders less than ½ cubic yard in volume, chert, clay, soft shale, soft and disintegrated rock and any similar material shall not be considered as rock. (All materials to be considered unclassified or common excavation).

Measurement: Overburden may be removed prior to drilling and blasting, or if the Contractor elects, he may drill and blast prior to removing overburden. Quantities for rock removal will be measured and certified by a registered land surveyor using survey-grade field methods.

Payment: No payment will be made for rock removal unless approval is provided in writing through a change order signed by the City Manager. Payment for excavation in solid rock under these specifications shall be made for the quantities determined in the manner specified above at the unit price per cubic yard as stated in the Bid Tabulation. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, equipment, services, and other work in connection with or incidental to the construction of this bid item.

End of Section



### **III - Proposed Provisions for Contract**

#### **Moore Street Sidewalk Improvements**

1. GENERAL UNDERSTANDING - The Contractor should understand that the City of Oxford (hereinafter referred to as the City) is a municipality, and that the needs of its citizens are to be respected.
2. SCOPE OF WORK - The City of Oxford, Georgia proposes to construct a new five-foot wide, 4-inch thick concrete sidewalk on the south side of Moore Street from Longstreet Circle to Haygood Street and on the north side of Moore Street near N. Emory Street. Except for minor grading in one location and the relocation of an electric fence, all work will be performed within the Moore Street right-of-way, which is City of Oxford property. More detailed project scope information can be found in the Invitation to Bid, which shall be incorporated into this contract by reference.
3. COORDINATION - Site work is to be performed no earlier than 7:30 AM and no later than 6:30 PM, weather permitting. Work shall not be performed on Saturdays or Sundays without prior approval of the City. The contractor's employees working on this project must be clearly identified. All employees must wear uniforms with the company name visible and vehicles must have the company name and phone number visible according to DOT requirements.
4. TREE MANAGEMENT - The Contractor will meet with the city arborist, Mr. Beryl Budd, prior to the start of work to review the procedures related to city trees in the work area and discuss procedures to minimize impact to trees. To the extent practical, all trees shall be protected from damage to their roots, trunks, and limbs during construction activities.
5. CLEANUP AND PROTECTION - The contractor shall keep the work site clean and the work area in an orderly condition. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them in an appropriate manner off the City's property.
6. IMMIGRATION REFORM - The Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA) and the Georgia Security and Immigration Compliance Act OCHA 13-10-90 (SB 529), or E-Verify program. The Contractor will provide an affidavit and agreement containing the E-Verify number and status of E-Verify program.
7. CONTRACT DOCUMENTS – The Invitation to Bid for Moore Street Sidewalk, the construction plans prepared by Jordan Engineering, Inc., and the contractor's signed bid submittal shall be incorporated into this contract by reference.

8. CONTRACT MODIFICATION AND AMENDMENT – The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Modifications or amendments must be in writing and signed by both parties.
9. CONTRACT VALIDITY – In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
10. CANCELLATION/TERMINATION – If the Contractor fails in any way to provide service in accordance with the contract terms, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice.
11. LITIGATION – This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.
12. ASSIGNMENT – Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the City.
13. INDEMNIFICATION – The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City, its employees, and its design consultants from and against all loss, damage, cost, and expense (including attorney’s fees) suffered or sustained by the City (with the exception of loss, damage, cost or expense caused by the sole negligence of the City, its employees and design consultants) for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
14. START AND PROGRESSION -- The Contractor shall begin work within 45 calendar days of the contract execution date unless an alternate schedule has been submitted and approved by the City in writing. Once begun, work shall progress steadily in a single phase until completion without significant interruptions or demobilization except as required by weather or other factors beyond the Contractor’s control. Failure of Contractor to make consistent progress toward work completion shall constitute breach of contract and result in execution of the performance bond.
15. PAYMENTS – Contractor payment will be made monthly for work completed upon submittal of an invoice approved by the Engineer to the City on a net 30-day basis.
16. WARRANTY – The Contractor warrants to the City of Oxford that all materials and equipment incorporated in the Work will be new unless otherwise specified, not subject to any liens or security interest, and that the Work will be of good quality and free from faults and defects. All work not conforming to these requirements may be considered defective. All work will be warranted for one year from date of acceptance. The Contractor shall ensure that title and any manufacturer's warranties are vested in and/or transferred/assigned to the City of Oxford, and Contractor shall further provide the City of Oxford with any documentation relating thereto.

17. RELATIONSHIP OF PARTIES – Contractor is an independent contractor and neither Contractor, its Sub-Contractor(s) (if any) nor any of their agents are employees of the City of Oxford. The Contractor is responsible for the direction and supervision of its employees and Sub-Contractors and shall promptly remove from the worksite any personnel who are not adhering to the terms of this Agreement or other hazard on the worksite. The City of Oxford will not provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Contractor.
18. INSURANCE – Contractor shall purchase and maintain insurance for claims under workers’ or workmen’s compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the Contractor’s operation under this Contract, whether such operations be by himself or by any Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00) of General Liability. Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the Work and upon the City of Oxford’s request shall name same as an additional insured.
19. LIENS AND LIEN WAIVERS – Contractor shall, if any lien be filed against the City of Oxford’s property arising from the work under this Agreement, immediately cause such lien to be discharged of record by payment or bond. Contractor agrees to execute and have all Sub-Contractors and Suppliers execute “Interim Waiver and Release Upon Payment” and “Unconditional Waiver and Release Upon Final Payment,” copies of which are attached hereto as exhibits.
20. GOVERNING LAW – This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia. In performance of this Agreement the Contractor will comply with all requirements of applicable state and local law, regulations, and ordinances. The Contractor also agrees to abide by all applicable rules and regulations of the City of Oxford.
21. ENTIRE AGREEMENT – This agreement, including referenced attachments, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
22. SEVERABILITY – If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

End of Section



**IV - Bid Tabulation**  
**Moore Street Sidewalk**

Please divide your proposed lump sum bid amount into the following items as you deem appropriate. This bid tabulation is **not intended to be a comprehensive list of all items needed to complete the project** but is provided for the Contractors' convenience and for bid comparison purposes. It is each contractor's responsibility to confirm items and quantities and to account for items not included in this bid tabulation within your lump sum total bid. Neither the Engineer nor the City are responsible for erroneous quantities or missing items. It is requested, but not required, that each Contractor submit a separate and more detailed line-item bid tabulation with quantities and unit prices in your standard company format:

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Item total</u>
1. Startup, mobilization/demobilization/bonding, project mangmnt, etc.	1	LS	\$ _____	\$ _____
				<i>Mob/demob misc. subtotal</i> \$ _____

**Erosion Control**

2. Tree protection fencing	1000	LF	\$ _____	\$ _____
3. Construction Entr/Exit	0	EA	\$ _____	\$ _____
4. Type C silt fence	495	LF	\$ _____	\$ _____
5. Type A silt fence	2001	LF	\$ _____	\$ _____
6. Rip-rap outlet protect.	2	EA	\$ _____	\$ _____
7. Erosion matting	109	SY	\$ _____	\$ _____
8. Inlet sed protection	3	EA	\$ _____	\$ _____
9. Stone filter rings	4	EA	\$ _____	\$ _____

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Item total</u>
10. Stone Check Dams	4	EA	\$_____	\$_____
11. Hay Bale Check Dams	8	EA	\$_____	\$_____
12. NPDES monitoring	8	Weeks	\$_____	\$_____
13. Temporary grassing	1	LS	\$_____	\$_____
14. Permanent grassing	2500	SY	\$_____	\$_____
15. Other erosion control	1	LS	\$_____	\$_____
16. Maintenance of BMPs	1	LS	\$_____	\$_____

**Erosion Control Subtotal** \$\_\_\_\_\_

**Demolition**

17. Demo drive aprons	5	EA	\$_____	\$_____
18. Demo conc pad @ gym	40	SY	\$_____	\$_____
19. Relocate elec. fence	130	LF	\$_____	\$_____
20. Remove exist FES	2	EA	\$_____	\$_____
21. Remove Flume sta31+00	1	EA	\$_____	\$_____
22. Saw/remove curb/gut	11	LF	\$_____	\$_____
23. Relocate street signs	11	EA	\$_____	\$_____
24. Demolition (misc items)	1	LS	\$_____	\$_____

**Demolition Subtotal** \$\_\_\_\_\_

**Grading and Sitework**

25. Clearing & grubbing	1.2	AC	\$_____	\$_____
26. Debris remove/dispose	1	LS	\$_____	\$_____
27. Import fill (rough est)	25	CY	\$_____	\$_____

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Item total</u>
28. Rough & fine grading	1	LS	\$ _____	\$ _____

**Grading and Sitework Subtotal** \$ \_\_\_\_\_

**Paving/concrete/curb**

29. Light-duty conc (4")	1994	SY	\$ _____	\$ _____
30. Med-duty conc (8")	75	SY	\$ _____	\$ _____
31. Striped Ped. X-walk	2	EA	\$ _____	\$ _____
32. Relocate stop bar	1	EA	\$ _____	\$ _____
33. 4" curb at back of SW	155	LF	\$ _____	\$ _____
34. Handicap ramps / mats	4	EA	\$ _____	\$ _____

**Paving/concrete/curb subtotal** \$ \_\_\_\_\_

**Storm/Utilities**

35. Adjust MH ring/cover	2	EA	\$ _____	\$ _____
36. Adj wtr metr @ 8+00	1	EA	\$ _____	\$ _____
37. New 24" RCP	15	LF	\$ _____	\$ _____
38. New 12" HDPE	98	LF	\$ _____	\$ _____
39. New 18" HDPE	12	LF	\$ _____	\$ _____
40. New 12" Nyloplast inlet	1	EA	\$ _____	\$ _____
41. New 48" precast struct	2	EA	\$ _____	\$ _____
42. Modify storm inlet tops	2	EA	\$ _____	\$ _____
43. New Conc FES	2	EA	\$ _____	\$ _____

**Storm/Utilities subtotal** \$ \_\_\_\_\_



<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Item total</u>
<b><u>Landscaping</u></b>				
44. Perm grass/seed/mulch	0.6	AC	\$ _____	\$ _____
45. All proposed sod	7800	SF	\$ _____	\$ _____
<b>Landscaping subtotal</b>				\$ _____

**Other items/miscellaneous**

46. Site Cleanup	1	LS	\$ _____	\$ _____
47. Traffic Control	1	LS	\$ _____	\$ _____
48. Other/Misc	1	LS	\$ _____	\$ _____
<b>Other items/miscellaneous subtotal</b>				\$ _____

**Total Bid Amount \$ \_\_\_\_\_**

**Total Bid Amount (spelled out in text):**

\_\_\_\_\_

**Company Name:** \_\_\_\_\_



**V - Signature Page**  
**Moore Street Sidewalk**

**Certification of Addenda Receipt**

Addendum 1    Date: \_\_\_\_\_                      Initial to acknowledge receipt \_\_\_\_\_  
Addendum 2    Date: \_\_\_\_\_                      Initial to acknowledge receipt \_\_\_\_\_  
Addendum 3    Date: \_\_\_\_\_                      Initial to acknowledge receipt \_\_\_\_\_

**Bidder Signatures**

I have read and understand the requirements of this bid specification and agree to provide the required services in accordance with the specifications herein. The total lump sum bid amount shall include all labor, materials, and equipment to provide the services as described including any travel or per diem expenses, permitting expenses, and any other miscellaneous expense involved.

Submitted by: \_\_\_\_\_  
(Firm Name)

Contractor representative (print name): \_\_\_\_\_

Contractor representative (signature): \_\_\_\_\_                      \_\_\_\_\_  
Date

**Contractor office address:**

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Web site: \_\_\_\_\_



## **VI - Insurance Requirements**

### **Moore Sidewalk**

Within 10 days of Notice of Award and throughout the contract period, the Contractor shall obtain, maintain, and furnish to 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 covering the following:

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. Comprehensive General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - (b) Blanket Contractual Liability
  - (d) Products/Completed Operations Insurance
  - (e) Broad Form Property Damage
  - (f) Personal Injury Coverage
  
3. Automobile Liability
  - (a) \$1,000,000 limit of liability
  - (b) Comprehensive form covering all owned, non-owned, and hired vehicles
  
4. Umbrella Liability Insurance
  - (a) \$1,000,000 limit of liability
  - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
  
5. The City of Oxford, Georgia, and its subcontractors and affiliated companies, their officers, directors, and employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for comprehensive general liability, automobile liability, and umbrella liability. Insurance must be maintained pursuant to this Contract in connection with liability of the City of Oxford and their affiliated

companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause with respect to each insured. Such policies shall be non-cancelable except upon 30 days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

City of Oxford  
110 W. Clark Street  
Oxford, GA 30054



**VII - Subcontractors**  
**Moore Street Sidewalk**

\_\_\_\_\_ does \_\_\_\_\_, does not \_\_\_\_\_  
propose to subcontract a portion of our work on this project. If so, we propose to subcontract  
work to the following Subcontractor(s) and will hold them responsible to meet all requirements  
of the General Contractor.

**Subcontractor 1:** \_\_\_\_\_

General description of the portion work to be subcontracted:

\_\_\_\_\_  
\_\_\_\_\_

Contact/Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Subcontractor 2:** \_\_\_\_\_

General description of the portion work to be subcontracted:

\_\_\_\_\_  
\_\_\_\_\_

Contact/Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## VIII – Bid Bond

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

City of Oxford, 110 W. Clark Street, Oxford, Georgia 30054

BID

Bid Due Date:

Description: Moore Sidewalk Improvements

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

### BIDDER

\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: Signature

\_\_\_\_\_  
Title

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) 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 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) 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 Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof 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 of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions 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 prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case 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 in which the Project is located.
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.

END OF SECTION