

REQUEST FOR QUOTES

NORMAN ROAD DAM "DOWNSTREAM EMBANKMENT SLOPE REPAIRS"

CITY OF CLARKSTON

736 Park North Boulevard; Suite 120 Clarkston, GA 30021 (404) 296-6489

CITY MANAGER

ChaQuias Miller-Thornton

CITY ENGINEER

Collaborative Infrastructure Services (404) 909-5619

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REQUEST FOR QUOTES INVITATION TO-BID

The City of Clarkston, Georgia will receive sealed bids for the "Norman Road Dam Downstream Embankment Slope Repairs", until 3:00 P.M. (local time), Tuesday, September 30, 2025, at the City of Clarkston, 736 Park North Boulevard; Suite 120, Clarkston, Georgia 30021, at which time and place all bids will be publicly opened and read aloud.

Bids are to be submitted and addressed to City Manager Miller-Thornton, sealed, dated and enclosed in an envelope appropriately marked on the outside as follows;

"Norman Road Dam Downstream Embankment Slope Repair"

Name of Bidder:	
Date of Bid Opening: _	
Hour of Bid Opening:	

Bids are to be mailed or delivered to reach the City of Clarkston, 736 Park North Boulevard; Suite 120, Clarkston, Georgia 30021, on or before the above stipulated date and time. No bids will be accepted after the 3:00 P.M. deadline on September 30, 2025. Those received late will be returned unopened. No extension of the bidding period will be made unless specifically addressed in an addendum. The bids will be opened and publically read aloud at approximately 3:00 PM P.M. on September 30, 2025.

The complete set of Bid Documents may be obtained on-line at http://clarkstonga.gov, or downloaded from the Georgia Procurement Registry.

A non-mandatory pre-bid conference will be held on-site at 9:00 AM on September 23, 2025. All questions about the meaning or intent of the Bid Documents are to be submitted to City Engineer Larry Kaiser, PE, via email at kaiser@co-infra-seervices.com with City Manager copied on all email questions; cmthornton@cityofclarkston.com. The City Engineer will not respond to phone call questions. Interpretations or clarifications considered necessary by the Owner or City Engineer in response to such questions will be issued by Addenda and posted on the city web site.

Questions from bidders must be received by the City Engineer no later than 12:00 P.M. (local time); September 24, 2025. Responses to questions and/or addendum issued, as applicable, will be posted on the city web site no later than 5:00 PM, September 24, 2025.

Work must be substantially complete within **90** calendar days after the city issuance of a Notice-to-Proceed. Liquidated damages of \$250 per day will be assessed if the project is not substantially completed within 90 calendar days. Delays as a result of city actions, vendor delays due to material shortages or weather will be excluded from the 90 calendar day requirement.

Bid must be accompanied by a bid bond in an amount not less than 5% of the maximum base bid submitted. A 100% performance and payment bond (P&P) will be required.

This project is 100% funded by the City (SPLOST II). No federal or state funding is utilized on this project.

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 city encourages the use of the Disadvantaged Business Enterprise (DBE) Program.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest responsive bidder whose proposal shall have met all the prescribed requirements.

Bids may be held by the City for a period not to sixty days (60) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, including investigating the financial stability of the bidders and their demonstrated ability to perform the project satisfactorily based on prior similar projects.

CITY OF CLARKSTON Invitation to Bid

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	Completed and Signed Invitation to Bid	3
2	Bid Form and Addenda Acknowledgement (2 pages)	9-10
3	Bid Bond (3 pages)	11-13
4	Qualification Signature and Certification	14
5	List of Subcontractors	15
6	Contractor Affidavit and Agreement (E-Verify)	16
7	Bid Schedule	17
8	Disclosure Form & Code of Ethics	18
9	Project Work Scope and Specifications	20
10	Contractor Qualifications Questionnaire & References	21-22
11	Minority Enterprise and Code of Ethics Forms	23-25

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a contract with one firm to be the primary contractor for the "Norman Road Dam Downstream Embankment Slope Repair"

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.

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

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, City of Clarkston, Georgia. No sales taxes are to be charged.

Damage to any city infrastructure incurred during the course of work shall be repaired at the contractor's expense to the complete satisfaction of City of Clarkston and at no expense to the City.

The Prime contractor shall perform a minimum of 51% of the total bid amount submitted

EVALUATION OF BID

The City intends to select the lowest and most responsive bidder. The City reserves the right to select the next lowest bidder or subsequent bidder (s) in the event the bidder with the lowest bid amount does not have the qualifications, are not responsive, has an inadequate history of performing and/or completing similar work on-time and within budget.

INSURANCE REQUIREMENTS

Within 7 days of Notice of Award, 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. These Certificates must remain valid at all times that this Contract is in force.

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 Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) <u>Minimum Limits of Insurance</u>: 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) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) <u>Other Insurance Provisions</u>: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) <u>General Liability and Automobile Liability Coverage</u>.
 - (i) The City and City Consultant Parties are to be covered as additional insured. 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 Consultant Parties. Any insurance or self-insurance maintained by the City or City Consultant 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 Consultant 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 Consultant Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) <u>Workers' Compensation Coverage</u>: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Consultant 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) <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Bests' rating of no less than A:VI.
- (6) <u>Verification of Coverage</u>: 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 seven (7) 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) <u>Subcontractors</u>: 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) <u>Claims-Made Policies</u>: 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) <u>City as Additional Insured and Loss Payee</u>: 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 of Clarkston. 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.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project. A 100% performance bond and a 100% payment bond will be required by of the successful bidder in the combined amount equal to 200% of the contract price

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

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 of Clarkston.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE] BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: CITY MANAGER
CITY OF CLARKSTON
736 PARK NORTH BOULEVARD
SUITE 120
CITY OF CLARKSTON, GA 30021

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with City of Clarkston, 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:

"Norman Road Dam Downstream Embankment Slope Repair"

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 of Clarkston in full conformance with the Contract Documents.

The Bidder understands that the work to be perform generally consists of slope repair and reinforcement of the Norman Road dam downstream embankment which includes all E&SC, traffic control, mobilization and related materials in the **Work Scope and Specifications Section** of this bid package

In accordance with the foregoing, the undersigned proposes to provide all materials and labor to install, fabricate and construct the items listed in the attached Bid Schedule of Items.

The Bidder agrees that the cost of any 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 bid price for the various items in the Bid Schedule. The Lump Sum Cost shall also include mobilization to the site regardless of the number of trips required to perform the work.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within seven (7) calendar days from receipt of Notice to Proceed.

Liquidated damages of \$250 per day will be assessed if the project is not substantially completed within 90 calendar days. Extension of time may be considered by the city if the delays are associated with city actions, vendor delays due to documented material shortages/logistical delays or weather

The City will consider the project as substantially completed when all the slope has been stabilized, fence installed and gravity retaining wall constructed. If these tasks are not completed, except as otherwise herein this bid package, then the city will assess liquidated damages.

The Contractor shall complete a <u>Project Delay Tracker</u> form to be included with each submitted invoice. The City will provide the form. The dates and details included in the form must be discussed with the City Inspector and all parties must concur with the dates /details before inclusion in the pay application.

Add additional pages as necessary for the Bidder further declares that the full name Principal is as follows: Signed, sealed, and dated this day of Bidder Mailing Address:	e and resident address of Bidde	e r's (Seal)
Bidder further declares that the full name Principal is as follows:	e and resident address of Bidde	ir's
Bidder acknowledges receipt of the following add Addendum No.	Date viewed	
If this bid shall be accepted by the City of Clarkst satisfactory contract in the form of said proposed and Payment Bonds or furnish satisfactory proof of seven days from the date of Notice of Award of the its option, determine that the undersigned abando be null and void, and the sum stipulated in the att of Clarkston as liquidated damages.	Contract, and give satisfactory Performs of carriage of the insurance required whe Contract, then the City of Clarkston oned the Contract and there upon this tached Bid Bond shall be forfeited to	rmance within on may, at bid shall
(Five Percent of Amount Bid). Bid Bond Amoun If this bid shall be accepted by the City of Clarkst	t to be for the largest bid amount so on and the undersigned shall fail to e	ubmitted xecute a
If this bid shall be accepted by the City of Clarkst satisfactory contract in the form of said proposed	mount ofDollar to be for the largest bid amount so ton and the undersigned shall fail to excontract, and give satisfactory Performance.	ubmitte xecute a mance

BID BOND CITY OF CLARKSTON, GEORGIA

BIDDER (I	Name and A	ddress):		_
SURETY (Name and A	Address of Principal Place of	of Business):	
OWNER (I	hereinafter r	eferred to as the "City" (Na	ame and Address):	_
	SUITE	MANAGER RK NORTH BOULEVAR		
<u>BID</u> BID DUE I PROJECT		ription Including Location)	:	_
BOND BOND NU DATE (No PENAL SU	t later that E	id due date):		
I LIVIL SC	51 v1.	(Words)		(Figures)
the terms p	rinted below		tending to be legally bound hereof, do each cause this Bid Boentative.	
BIDDER			SURETY	
		(Seal)		(Seal)
Bidder's N	ame and Co		Surety's Name and Con	
By:			By:	
Signature			Signature and Title: (Attach Power of Attach	orney)
Attest:			Attest:	
	and Title:		Attest:Signature and Title:	
Note:	(1) (2)	Bid Bond.	e used for giving any notice reconstruction Bidder, Surety, the City or any 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.

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 Signa	ture	Date
Print/Type Name		
Print/Type Comp	any Name Here	_
	CORPOI	RATE CERTIFICATE
Ι,		, certify that I am the Secretary of the Corporation
named as Contrac	ctor in the foregoing bid;	that
who signed said b	oid in behalf of the Contr	actor, was then (title)
of said Corporati	on; that said bid was dul	y signed for and in behalf of said Corporation by
authority of its Bo	oard of Directors, and is	within the scope of its corporate powers; that said
Corporation is org	ganized under the laws or	f the State of
	<u> </u>	
This	day of	, 20
(Signature)	(S	eal)
\		

LIST OF SUBCONTRACTORS

propose to Subcontract work to the following subcontract work work work work with the following subcontract work work work work work with the following subcontract work work work work work work work work	
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:	
PRIME CONTRACTOR PER	FORMANCE OF WORK
Prime contractor certifies that a minimum of 51% of the prime contractor's employees	total bid amount submitted will be performed by the
Authorized Signature_	_Date
Print/Type Name	_
Print/Type Company Name Here	

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 of Clarkston 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 of Clarkston, contractor will secure from such subcontractor(s) similar verification of compliance with

O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston 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
Notary Public
My Commission Expires:

BID SCHEDULE OF ITEMS

"Norman Road Dam Downstream Embankment Slope Repair"

Description: Provide all materials, labor and equipment to stabilize the downstream embankment slope

LINE ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	BID PRICE
1	Traffic Control and Equipment Mobilization (refer to the Project Specifications	LS	LS		
2	Grading Complete (refer to Project Specifications)	LS	LS		
3	Erosion & Sedimentation Control (refer to Project Specifications)	LS	LS		
3	Purchase and Install Geocell Slope Reinforcement (cellular confinement System)	150	SF		
4	Vegetative Blanket (includes all associated material)	150	SF		
5	Stone Dumped Rip Rap; Type 3; 24 inch Thick (grouted)	25	SY		
6	City Directed Contingency	LS	LS	\$5,000	\$5,000
			TOTA	L BID	

TOTAL BID AMOUNT \$	
Print Total Bid Price: (print)	
COMPANY_	-
ADDRESS	
AUTHORIZED SIGNATURE	-
PRINT / TYPE NAME	
TITLE	

DISCLOSURE FORM

"Norman Road Dam Downstream Embankment Slope Repair"

This form is for disclosure of campaign contributions and family member relations with City of Clarkston's officials/employees or City Engineer (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 officia	al position of the Clarkston City Official to whom the campaign	
contribution was ma	ade (Please use a separate form for each official to whom a contribution has	•
been made in the pa	ast two (2) years.)	
	nt/value and description of each campaign contribution made over the past e Applicant/Opponent to the named Clarkston City Official.	
Amount/Value	Description	
Please list any famil	y member that is currently (or has been employed within the last 12 months	(2
	ston and your relation:	<i>''</i>

WORK SCOPE & PROJECT SPECIFICATIONS "NORMAN ROAD DAM DOWNSTREAM EMBANKMENT SLOPE REPAIR"

Work Scope

Provide all materials. labor and equipment associated with the stabilization of the downstream slope embankment

Dam is located on Norman Road at Clarkston Estates Lake; Refer to Exhibit B.

Schedule

- Work hours 8 am to 5 pm M-F. No work on the weekends, holidays or city-sponsored events downtown Clarkston unless the City Manager approves of weekend work
- Work to be completed within 90 calendar days. Liquated damages as outlined in the bid package

Specifications

- 1. Equipment associated with placing, compacting and fine grading associated with the slope repairs shall be positioned at or near the toe of the slope. Access via Milam Park between the creek and the boardwalk. The only exception is the end dumping of the fill soil imported to the site. End dumping can occur at the top of slope on Norman Road
- 2. Traffic Control signage and the use of barrels and 2 flagman shall always be in-place when a lane is to be closed. Road shall also be open to traffic. Road to be open to 2 lane traffic at the conclusion of each work day. Traffic Control plan must be provided to the City Engineer for approval before work commences
- 3. Existing ornamental fence in work zone area to be removed and re-installed upon completion of the slope repairs
- 4. Install E&SC at the top of the slope. Use of hay bales or comparable E&SC materials with no staking. No staking allowed.
- 5. Prior to slope repairs, existing embankment materials that are to be removed includes the failed stone retaining wall. Removal of other construction materials that will obstruct the slope repairs as instructed by the site inspector. Refer to Exhibit A.
- 6. Preparation of the slope for stabilization requires the following tasks:
 - (a) Removal of the loose and friable existing soil materials in the area of stabilization including clean cuts at the edges of the failed slope to provide a clean edge for geocell placement. No excavation into the core of the dam except where directed by the site inspector. See attached Exhibit A for stabilization area.
 - (b) Place GDOT specified soil backfill fill material in the slope repair area to provide a clean and flat surface. Well-graded coarse-grained soils per GDOT. Fill material to be hand tamped or slightly compacted with the excavator bucket. Approximate quantity of soils is 60 CY. No specific compaction requirements. Site inspector to approve of the "compactive effort" of the soil backfill. Non-mechanized fine grading (raking or other hand equipment) may be required to ensure all areas of the slope repair area are adequately encapsulated.

- 7. Protection for work zone (slope) with tarp after work hours to ensure protection in the event of a rain event.
- 8. Placement of the Geo-Cell (cellular confinement system) stabilization product upon approval of the site inspector of the adequate placement of soil backfill. Any slope stabilization must be anchored into the underlying soil base soil to ensure adequate reinforcement strength and stability of the slope embankment soils
- 9. Acceptable slope stabilization products include the following:
 - (a) Presto Geosystems Small Cell Geoweb Slope Protection
 - (b) BASELOK (by Industrial fabrics) Geo Cell Slope stabilization
 - (c) TYPAR Geocell Slope Protection
 - (d) Other manufactures will be considered. Material submittal to City Engineer for approval
- 10. Place top soil into all cell areas of the geocell stabilization product after anchoring the cellular confinement system to the slope repair area
- 11. Place a Pre-Vegetated blanket over the entire geocell product. Pre-vegetated blanket shall include an erosion fiber material. Vegetation to be a fast growing grass. Use of a fescue sod or comparable vegetation will be considered. Submittal must be provided to the City Engineer for approval. Warranty period of one (1) year (beginning at the date of punch list acceptance) to replace vegetative cover in the event that more than 10% of the vegetation does not survive
- 12. Toe of slope to be stabilized with Type III rip rap grouted in-place. Approximate dimensions are as follows:
 - (a) 40 feet (L) x 4 feet (H). No excavation into the dam embankment allowed. Height is defined as the sloped face of the dam embankment.
 - (b) Rip-Rap will be partially located within the stream channel. Use of an underlying geotextile fabric must be placed under the grouted rip rap area
 - (c) Site inspector to provide guidance on the footprint and dimensions on-site
- 13. All areas outside of the work zone that are disturbed be seed and strawed, Seed must satisfy GDOT requirements for the growing season
- 14. Re-install ornamental fence
- 15. Remove all E&SC from the project site
- 16. As-Built (red-line bid documents) required before city releases retainage
- 17. Punch List to be prepared by the city and issued to the contactor to complete before retainage is released
- 18. Site shall be cleared of all waste debris at the end of each work day.

<u>NOTE:</u> "Grading Complete" (refer to the Bid Schedule) is defined as all fine grading, soil backfill (approximately 60 CY) and hand equipment soil compaction, removal of loose/friable and other construction materials (collapsed stone wall and related materials as directed by the site inspector) on the failed slope area.

<u>"Erosion and Sediment Control"</u> (refer to the Bid Schedule) is defined as installation and maintenance of hay bales at the toe of the slope. Approximately 20 hay bales will be required. Also includes temporary and permanent vegetation and mulch; including seed and straw all areas outside of the immediate work zone.

<u>"Traffic Control and Mobilization"</u> refers to the Lump Sum cost for providing all equipment, flaggers (GDOT certified), equipment mobilization and/or remobilization, and any costs/repairs associated with accessing the work site

"NORMAN ROAD DAM DOWNSTREAM EMBANKMENT SLOPE REPAIR" VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with quotation response. Any additional pages provided should be clearly labeled.

1.	How long have you been in business?
2.	Give us background information on your company, including the closest office location. A. How many company employees?
	B. Please provide the name and address of your local offices (s)
3.	Have you <u>performed dam repairs or construction of new dams</u> for a governmental agency (Georgia city or county) in the past ten (10) years?
	Yes No If yes, name of government agency, point of contact and contract amount of project (s). Provide most recent project (s). If no experience with a government agency, provide name (s) and project(s) for most recent private entities.
	4. Is the firm registered with the State of Georgia as an Incorporated business? Yes No Certification Date:

CLIENT REFERENCE SHEET

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING EMAIL ADDRESSES.**

l.	
Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address
Type of Project and Dates:	
2	
Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address
Type of Project and Dates:	
3	
Company	
Address, City, State, Zip Code	
Telephone Number	Fax Number
Name of Contact Person	E-Mail Address
Type of Project and Dates:	

REQUIRES SUBMISSION WITH TECHNICAL PROPOSAL



Vendor Questionnaire

Offeror has previously conducted business with Clarkston ______

	2.	Is the offeror's physical location within	the c	orporate city limits of Clarkston?				
,	3.	Is your company a certified minority-ov	vned	business?				
		If yes, indicate category letter(s) and inc	lude	a copy of current certificate(s)				
A "	A "Minority Business Enterprise" (MBE) is a business which is an independent and continuing							
-		on for profit, performing a commercially more minority group member(s).	usef	ful function, which is owned and/or controlled by				
a.		African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)				
b.		Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)				
c.		Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)				
A "Controlled" is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.								
manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations								
1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency?								
If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.								
Ve	ndo	or Contact Name (print)	,	Γitle				
Ve	ndo	or Contact Signature]	Date				



Contractor's Code of Ethics

The City of Clarkston ("City) is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

To achieve these purposes, the City requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

- 1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
- 2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- 3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
- 4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
- 5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
- 6. Request their suppliers including temporary labor agencies to do the same.
- 7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
 - c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

The Contractor affirms, they will not:

- 1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- 2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
- 3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
- 4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- 5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE: DATE:	

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

EXHIBIT A SCHEMATIC LINE DRAWING



EXHIBIT B

LOCATION MAP

