



**INVITATION TO BID**  
**FOR**  
**CONSTRUCTION SERVICES**  
**FOR THE**  
**ASPHALT PAVING OF DUGGAN HILL DRIVE PROJECT**  
  
**City of Clayton, Georgia**

**May 20, 2022**

Cut along the outer border and affix this label to your sealed proposal envelope (bid envelope) to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested. Bids will not be accepted without this affixed to the official submitted sealed bid.

Please cut out the label in the box below and affix to the bid envelope that contains your bid documents.

<b>SEALED PROPOSAL • DO NOT OPEN</b>	
<b>SEALED PROPOSAL NO:</b>	ITB 2022-03
<b>PROPOSAL TITLE:</b>	CONSTRUCTION SERVICES FOR THE ASPHALT PAVING OF DUGGAN HILL DRIVE
<b>DUE DATE &amp; TIME:</b>	JUNE 20, 2022 BY 11:00 AM
<b>SUBMITTED BY:</b>	<hr/> (Name of Company)
<b>DELIVER TO:</b>	CITY OF CLAYTON, GEORGIA CITY CLERK 837 HIGHWAY 76 W CLAYTON, GA 30525
<b>DATE &amp; TIME RECEIVED:</b>	<hr/> (Time to be stamped by City)

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# Section 1. Invitation to Bid

## 1.1 Invitation to Bid

- 1.1.1 The City of Clayton, Georgia (“Owner” and “City”) extends this Invitation to Bid (“ITB”) to solicit a bid (“Bid”) from Bidders for Construction Services (“Services”) for the Asphalt Paving of Duggan Hill Drive Project (“Project”).

## 1.2 Schedule

- 1.2.1 Bidder will substantially complete the Work within **60** calendar days after the Notice to Proceed (NTP) as defined in the General Conditions. Bidder will complete the Work required for final payment in accordance with the General Conditions within **75** days after the NTP.

## 1.3 Background and Project Scope of Work

### 1.3.1 Background

- A. The asphalt paving on the northern end of Duggan Hill Drive is worn and needs a new overlay to renew it’s life and provide adequate service for the next cycle. Duggan Hill Drive is a residential road, with a trailer/equipment storage facility near Rickman Drive. The City has no record of when this road was last paved, but cracking is becoming excessive and remediation is necessary.

### 1.3.2 Project Scope of Work

- A. The City desires to enter into a contract with a Contractor for asphalt overlay of the existing pavement. The scope of work must be in compliance with Attachment A - Minimum Technical Requirements.

### 1.3.3 Pre-Bid Meeting

- A. There will be a mandatory pre-bid meeting, at City Hall on Thursday, June 2nd, 2022 at 1:30 pm. All Bidders who intend on preparing a bid should attend. If a Bidder is unable to attend at this date and time, contact City Clerk prior to the scheduled meeting to coordinate another date and time.

## 1.4 Procurement Process

- 1.4.1 The procurement and the provision of Services will be in accordance with the City’s Purchasing Policy, the Georgia Code Title 36, Chapter 91, Article 2 §36-91-20 and §36-91-21 and this ITB. Selection of the Contractor will be made using a one-step competitive sealed proposal procurement and selection process that will award the project to the responsible and

responsive Bidder whose Bid is determined to be the most advantageous taking into consideration the evaluation factors set forth in the ITB.

1.4.2 The ITB can be downloaded from the City’s website: <https://cityofclaytonga.gov/bid-opportunities/>

1.4.3 This site will be updated periodically with Addenda, procurement and ITB information, questions/responses, and other information relevant to the procurement of the Project. Bidders are encouraged to routinely monitor the site. Addenda will also be emailed to contractors who participate and sign-in at the Pre-bid meeting.

1.4.4 Questions regarding this ITB and project are to be submitted by email to the City Contact. Modifications to the ITB can only be made by Addenda. Deadline for questions is specified in Section 1.5.2. Please address questions to:

City Contact: Rhonda Lunsford, City Clerk (cityclerk@cityofclaytonga.gov)

1.4.5 Services required consist of construction services (“Services”) as further described in the ITB and Draft Agreement (“Agreement”) included in the ITB.

1.4.6 The Owner intends to enter into the Agreement.

## 1.5 Delivery of Bids and Procurement Schedule

1.5.1 For the Bid to be accepted, deliver the Bid to the address shown below no later than 11:00 AM on June 20, 2022. Bids received after this time will be rejected and returned unopened. Address Bids to:

Rhonda Lunsford, City Clerk  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

1.5.2 Procurement Schedule

Activity	Date
ITB Issuance	May 20, 2022
Bid Preparation Period	May 20 to June 20
Pre-bid Meeting	June 2, 2022
Deadline for Questions	June 3, 2022
Final Response to Questions	June 10, 2022
Submission of Bids	June 20, 2022
Review and evaluation of Bids	June 20 – June 21
Recommendation to Council	June 21, 2022
Council Award	June 21, 2022

- 1.5.3 The Owner assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this ITB. All such costs shall be borne solely by each Bidder.

## 1.6 Point of Contact

- 1.6.1 To ensure fairness during the procurement process, until the Agreement is executed, each of the Bidders and their employees, representatives and agents shall not contact any Owner's staff, member of selection committee, City Council member, or any other official, employee, representative or consultant (identified immediately below) of the Owner involved with this procurement process other than the Point of Contact, Rhonda Lunsford (City Clerk).
- 1.6.2 All communications are subject to distribution to all of the Bidders except that Owner will endeavor to prevent disclosure to other Bidders' information unique to a particular Bidder or otherwise identified as proprietary or confidential by a Bidder. The Owner will share with all Bidders all addenda to this ITB including any revisions based on its review of Bidder comment and questions concerning this ITB. The Owner disclaims the accuracy of information derived from any source other than the Owner Representative Contact identified above, and the use of any such information is at the sole risk of the Bidder. Only answers and responses issued by formal addenda shall be final and binding upon the Owner. Oral and other interpretations shall be without legal effect and Bidder shall not rely on such oral and other interpretations.

## Section 2. Instructions for Bidders

### 2.1 Defined Terms

- 2.1.1 Terms used in the Invitation to Bid will have the meanings as defined below.
- 2.1.2 For purposes of this ITB and when used elsewhere in the Contract Documents, the following definitions shall apply:
- A. Contractor means the Bidder selected for the Project and awarded the Agreement that will execute the Agreement.
  - B. Key Personnel means Project Manager, Superintendent, Safety Manager and Quality Control Manager as identified in the Bidder's Bid.
  - C. Bid means the bid package submitted by a Bidder in accordance with the ITB.
  - D. Bidder means the corporate entity or firm that submits the Bid in response to this ITB and seeks to be awarded the Agreement with the Owner for the Project and if selected for the Project will execute the Agreement.
  - E. Invitation to Bid (ITB) means this solicitation document which requests Bids from interested Bidders in the form of a competitive sealed bids in accordance with Georgia Code Title 36 Chapter 91 Article 2 § 36-91-20 and § 36-91-21.
  - F. Services/Work means those services provided or work completed by the Contractor for construction services described in this ITB and the Contract Documents which shall be in compliance with Attachment A - Minimum Technical Requirements.
  - G. Subcontractor means an individual or entity having a direct contract with the prime Contractor or with any other Subcontractor for the performance of part of the Work.

### 2.2 Requests For Bids

- 2.2.1 Neither Owner nor Owner's Representatives and Consultants assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete ITB.
- 2.2.2 Prior to the Bid submission deadline stated in this ITB, submit all questions about the meaning or intent of the ITB, Addenda and the related supplemental information to the Point of Contact as indicated in the ITB. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda. Addenda will be transmitted by email and posted on the website.

- 2.2.3 Owner will make copies of ITB available on the above terms only for the purpose of obtaining Bids to determine the Bidder that offers the most advantageous Bid for this Project and does not confer a license or grant permission or authorization for any other use. The ranking will be in accordance with the evaluation criteria and weighting described in the ITB.

## 2.3 Bid Submittal

- 2.3.1 Bidders are required to submit a Bid for consideration for the award of the Agreement for the Services.

- 2.3.2 The Bid shall be completed and submitted in accordance with Section 3 of the ITB.

- 2.3.3 Before submitting a Bid:

- A. Examine and carefully study the ITB, including any Addenda and the related supplemental information identified in the ITB.
- B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
- C. Carefully study and correlate the information known to Bidder with the ITB, Addenda and the related supplemental information identified in the ITB.
- D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the ITB, Addenda and the related supplemental information. Determine that the ITB, Addenda, and the related supplemental information are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the Services.
- E. Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the City are exempt from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the City, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with “confidential” or “proprietary” in order to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the City, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets, and must provide the specific location of such trade secrets in the records submitted (i.e. page(s), section(s), etc.). If the City does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a



request for such records under the Open Records Act, the City will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.

## 2.4 Protest of Bids

- 2.4.1 Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Point of Contact. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 2.4.2 The Point of Contact shall have authority to settle and resolve a protest of an aggrieved offeror concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Point of Contact shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the City of Clayton. Any protest taken to the City of Clayton or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

## 2.5 Withdrawal of Bid

- 2.5.1 Bidders may withdraw a Bid by providing a written request, duly executed by an authorized representative, and delivered to the Owner at any time prior to the Bid submittal deadline or within 24 hours after Bids are opened. If withdrawal is after Bids are opened, the written request shall demonstrate to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Bidder. Any withdrawn bids will be removed from further consideration.

## 2.6 Opening of Bids

- 2.6.1 Bids will be publicly opened at the time and place indicated in this ITB. Owner will publicly acknowledge receipt of Bids received in time to be considered. The names of Bidders submitting a Bid will be read aloud at this time and place. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## 2.7 Evaluation of Bids

- 2.7.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the

Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 2.7.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 2.7.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and will consider alternate bids, allowances, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.7.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 2.7.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 2.7.6 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the City and the Project.
- 2.7.7 In determining the lowest responsible Bidder, Owner shall take into consideration the past performance of Bidder on construction contracts with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with owner.
- 2.7.8 In determining the responsive Bidder, Owner shall take into consideration bidder's compliance with the requirements of Georgia Code Title 50, Chapter 5, Article 3 §50-5-67.
- 2.7.9 Owner reserves the right to reject Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.
- 2.7.10 Should the Owner adjudge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid security shall be returned.
- 2.7.11 If the Contract is to be awarded, the Owner reserves the right to award contracts to the lowest responsive, responsible bidder in the manner described above.

## 2.8 Project Security and Insurance

### 2.8.1 Bid Bond

- A. For projects that equal or exceed \$100,000.00 on the bids, a bid bond is required. No bid that equals or exceeds the \$100,000.00 amount will be considered or accepted unless accompanied by a Bid Guarantee in the form a cash deposit or certified check drawn on a bank authorized to do business in Georgia and licensed by the Federal Deposit Insurance Corporation and is payable to the order of City of Clayton, representing five percent (5%) of the total Bid. Said deposit to be retained by the Owner if the successful bidder fails to execute the contract within fifteen (15) days after the award or gives satisfactory Surety as required by law.

### 2.8.2 Project Security and Insurance

- B. The Draft Agreement sets forth Owner's requirements as to performance and payment bonds and insurance and additional requirements are listed immediately below.
- C. The penal sums of the performance and payment bonds delivered to the City must be in an amount equal to the total amount payable by the terms of the Agreement and shall be increased as the contract is increased.
- D. The Contractor shall deliver the bonds along with the executed Agreement.
- E. Bidders are advised that according to Georgia law, no public works construction contract with a governing authority shall be valid for any purpose unless the Contractor shall comply with all bonding requirements of this chapter [Georgia Code Title 36 Chapter 91]. No such contract shall be valid if any governmental entity lets out any public works construction contract subject to the requirements of this chapter without complying with the requirements of this chapter.
- F. The insurance requirements for this Project can be found in the Insurance Exhibit located in Attachment C – Insurance Requirements of the ITB
- G. When the Selected Bidder delivers the executed Agreement to Owner, it must be accompanied by the required certificates of insurance.
- H. Proof of Bidder's Ability to Meet Bonding and Insurance Requirements: Bidders shall submit with their Bid Package a letter from its surety and a letter insurance company or insurance agent attesting that the Bidder can meet the requirements for the performance and payment bonds and insurance requirements, respectively.

## 2.9 Inspection and Construction Materials Testing

- 2.9.1 The Contractor will be required to provide quality control services. Independent of those Contractor services the Owner may provide or contract for inspection services, testing of construction material engineering and verification testing services necessary for acceptance of

the Project. The Contractor will be required to provide management for coordination of these services.

## 2.10 Services Provided by the Contractor

- 2.10.1 The Services to be provided will consist of construction services as more fully described in the Section 00 52 13 “Draft Agreement” and in compliance with Attachment A - Minimum Technical Requirements.

## 2.11 Validity of Bids

- 2.11.1 The Bid will remain in full force and effect for sixty (60) days after the Bid submission date.

## 2.12 Responsible and Responsive

- 2.12.1 A responsible Bidder is a Bidder that has the capability in all respects to perform fully and reliably the contract requirements.” The terms “fully” and “reliably” authorize the City to consider two distinct categories of criteria: whether the Bidder has the ability to perform, and whether the Bidder is dependable to perform all as determined solely by the City.
- 2.12.2 A responsive Bidder submits a Bid that meets all the requirements of the ITB and conforms to the material terms and conditions of the ITB, all as determined solely by the City. Any deviation from the requirements of the ITB may be considered non-responsive. However, the City can waive minor deviations
- 2.12.3 The City will reject a Bid if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the ITB or contains information that does not appear to demonstrate an ability to meet the ITB requirements, all as determined solely by the Owner. The Owner will apply reasonable judgment, balance and discretion in deciding whether a Bids responsive.

## 2.13 Owner Not Responsible for Assumptions by Bidders

- 2.13.1 Each Bid shall present the assumptions that the Bidder has incorporated into its Bid. Neither the acceptance by the Owner of a Bid, nor the participation of the Owner at any interview with the Bidder, nor the decision of the Owner to enter into the Agreement, shall in any way be interpreted as an agreement or approval by the Owner that the assumptions are reasonable or correct or that the Owner accepts any liability for the Bidder’s Bid. The Owner specifically disclaims responsibility or liability for any Bidder’s assumptions in developing its Bid.

## 2.14 Rights and Reservations of the Owner

- 2.14.1 In connection with this procurement process, including Bids and their evaluation, the Owner reserves to itself all rights (which rights shall be exercisable by the Owner at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:
- A. The right to cancel, withdraw, postpone or extend ITB in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
  - B. The right to issue a new ITB or to revise and modify, at any time prior to the Bid submittal date, information included in the ITB including but not limited to the dates set or projected and factors to be considered in evaluating Bids and the responsibilities of the Bidders.
  - C. The right to modify the procurement schedule.
  - D. The right to waive deficiencies, informalities and irregularities in a Bid and accept and review a non-conforming Bid.
  - E. The right to suspend and terminate the procurement process or to terminate evaluations of Bids received at any time.
  - F. The right to correspondence with the Bidders to seek an improved understanding of Bids at any time.
  - G. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the Bids.
  - H. The right to appoint and change appointees of any selection committee.
  - I. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
  - J. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this ITB.
  - K. The right to seek clarifications from any Bidder to fully understand information provided in the Bid.
  - L. The right to request additional information from a Bidder during the evaluation of Bids.
  - M. The right to reject a Bid containing exceptions, additions, qualifications or conditions not called for in the ITB.
  - N. The right to conduct an independent investigation of any information, including prior experience identified in a Bid by contacting project references, accessing public information, contacting independent parties or any other means.

## Section 3. Bid

### 3.1 Bid Submission

- 3.1.1** Bidder shall provide an original Bid and three (3) printed copies of the Bid.
- 3.1.2** Bidder shall enclose the Bid and copies in an opaque sealed envelope with the label from the front of the ITB. If the package is being delivered by a third party, the bid envelope shall be placed inside an outer envelope for delivery purposes.
- 3.1.3** ITB Form 5 Cost Proposal is to be submitted in a separate opaque sealed envelope within the bid envelope and must be marked with the Project name, name and address of the Bidder and ITB Form 5 Cost Proposal.
- 3.1.4** The Bidder assumes full responsibility for ensuring that the Bid and copies arrive at the prescribed location before the prescribed time.

### 3.2 Requirements for the Bid

- 3.2.1** The Bid must include, as a minimum, the information described in this Section. Failure to submit the required information in the Bid may result in the Owner considering the Bid as non-responsive and may result in rejection of the Bid by the Owner.
- 3.2.2** All information shall be prepared on 8.5" x 11" white paper. Charts, schedules, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". All printing must be a font of not less than 11-point and be single-sided. Audio visual materials including audio tapes, video tapes and CD Rom material will not be accepted.
- 3.2.3** Bidders are instructed to limit the information included in the Bid to the information necessary to demonstrate the technical, financial and other qualifications and experience for the Project and any other information specifically requested in this ITB. Bids should be prepared in a straightforward and concise manner. The Owner is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the Bids.
- 3.2.4** Bidders must provide the information requested below at a minimum. Failure to include the information completely and clearly may result in disqualification of Bid.
  - ⇒ BID Form 1 - Bid Transmittal Letter
  - ⇒ BID Form 2 - Similar Projects (Construction)

- ⇒ BID Form 3 - Bidder Safety Questionnaire
- ⇒ Bid Form 4 - Key Personnel Availability
- ⇒ Bid Form 5 - Cost Proposal
- ⇒ Bid Form 6 - Direct Financial Questions
- ⇒ Bid Form 7 - Draft Agreement Comments
- ⇒ Bid Form 8 - Contractor Affidavit
- ⇒ Bid Form 9 - Non-Collusion Affidavit

### 3.3 Bid Format

#### 3.3.1 Bid Transmittal Letter (Bid Form 1)

- A. Bidder shall complete and include Bid Form 1 - Bid Transmittal Letter. In all blanks, type or print the required information and execute as indicated on the Bid Transmittal Letter.
- B. Include the Proof of Bidders Ability to Meet Bonding and Insurance Requirements-Letters from surety and insurance company or insurance agent.

#### 3.3.2 Experience with Similar Projects (Bid Form 2)

- A. Bidders shall provide prior project experience for Similar Projects as indicated below. Similar Project shall be defined as asphalt pavement overlay. Similar projects shall also have a completed values of between \$30,000 and \$250,000 and been completed in the past 7 years. Project experience should also identify any proposed key staff that worked on the reference project and their roles.
- B. Provide verifiable examples of no less than three (3) similar construction projects by completing Bid Form 2 for each Similar Project.

#### 3.3.3 Bidder Safety Questionnaire (Bid Form 3)

- A. Provide a brief summary of Bidder's Health and Safety Program. Provide a completed Bid Form 3 Bidder Safety Questionnaire. Please note, Bidders with an EMR higher than 1.0 may be disqualified as a Bidder for the Project.

#### 3.3.4 Key Personnel (Bid Form 4)

- A. Describe the functional role and services that will be provided by the Bidder and any subcontractors. Describe the history of the prior working relationships among Bidder and any subcontractors working on any past projects.
- B. Identify key personnel that will be assigned to this Project.

Key Personnel include the Project Manager, and Project Superintendent. The Project Superintendent must be dedicated to this Project full-time for the duration of the Project.

- C. Bidder shall complete and submit Bid Form 4 -Key Personnel Availability.

### **3.3.5** Cost Proposal (Bid Form 5)

- A. Bidder shall complete and include Bid Form 5 - Cost Proposal.

### **3.3.6** Direct Financial Questions (Bid Form 6)

- A. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Bidder's ability to honor its contractual commitments fully and reliably in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Bidder to describe the unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Bidder's ability to honor its contractual commitments fully and reliably in the provision of the Services. Responses to these questions are for Bidder and any predecessor name(s) of Bidder. Bidder shall complete and include Bid Form 6 – Direct Financial Questions.

### **3.3.7** Draft Agreement Comments (Bid Form 7)

- A. During the Bid Preparation Period, Bidders are encouraged to provide written comments on the Draft Agreement (Section 00 52 13). Based on its assessment of all Bidders' comments, the Owner, in its sole discretion, may make modifications to the Draft Agreement and issue addenda to the ITB containing such modifications.
- B. Each Bidder will be afforded a final opportunity to comment on the Draft Agreement by indicating its comments and/or suggested changes in the Bid.
- C. The Bid must include in its Bid a completed Bid Form 7.
- D. The Owner is not obligated to accept any of the comments or requested changes submitted by the Bidder when negotiating and finalizing the Agreement. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the Agreement.
- E. The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation as negotiations will be limited to the Draft Agreement comments submitted.

### **3.3.8** Contractor Affidavit (Bid Form 8)



- A. The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contracts (contracts with a government agency) for the physical performance of services over \$2,499.99 in value to enroll in E-Verify, regardless of the number of employees. A contractor or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has no employees and does not hire nor intend to hire employees for the purpose of completing any part of the public contract.
- B. For a public contract, contractors must sign the Contractor E-Verify Affidavit, all subcontractors must sign the Subcontractor E-Verify Affidavit and all Sub-subcontractors must sign the Sub-Subcontractor Affidavit. The government agency is required to ensure that the Contractor E-Verify Affidavit is part of the contract; however, the contractor is responsible for all subcontractor affidavits and the subcontractors are responsible for the sub-subcontractors affidavits.
- C. Bidder shall complete and include Bid Form 8 - Contractor Affidavit.

### **3.3.9** Non-Collusion Affidavit (Bid Form 9)

- A. Bidder shall complete and include Bid Form 9 Non-Collusion Affidavit.

## **Attachment A**

### **Minimum Technical Requirements**

The successful Bidder shall agree to construct asphalt paving, striping, and associated work on Duggan Hill Drive, and shall include all labor, materials and incidentals necessary to construct the project. This project includes GDOT LMIG funding. The latest GDOT Standard Specifications for Road and Bridge Construction of the Georgia Department of Transportation as amended herein, shall govern the construction of this project.

The project is for variable depth milling of approximately 1,750 linear feet of Duggan Hill Drive beginning at Rickman Street and proceeding south. Areas with extreme pavement distress or failure will be replaced with deep patching, these areas will be identified and marked at the pre-construction meeting. A leveling course of minimum ½-inch shall be installed to establish a normal cross slope (3/16 inch per foot minimum to ½ inch per foot maximum). Tack coat shall be placed prior to leveling course and final riding surface at a rate of 0.07 gallons per square yard. Final riding surface shall be recycled asphalt concrete 9.5mm superpave, group 1 or 2, including bituminous material and hydrated lime to be placed at the rate of 135 pounds per square yard.

The City will place warning signs to alert motorists of construction activity prior to and during the construction. The Contractor shall provide and place any barrels, cones or other devices to route traffic as necessary. Contractor shall also have designated certified flagging personnel actively directing traffic at all times construction equipment is blocking any portion of the road.

Contractor must provide a 24-hour clean-up service when the project is completed.

All drainage structures within the limits of the project shall be maintained throughout the duration of the project. Any debris that goes in drainage structures as a result of milling or resurfacing shall be cleaned out at no additional cost to the City.

The City will locate and identify all water valves and manholes and raise those that are justified as needed.

An inspection and acceptance will be completed by the City of Clayton Public Works Department.

## **Attachment B**

### **Bid Forms**

Bid Form 1 - Bid Transmittal Letter

Bid Form 2 - Similar Projects (Construction)

Bid Form 3 - Bidder Safety Questionnaire

Bid Form 4 - Key Personnel Availability

Bid Form 5 - Cost Proposal

Bid Form 6 - Direct Financial Questions

Bid Form 7 - Draft Agreement Comments

Bid Form 8 - Contractor Affidavit

Bid Form 9 - Non-Collusion Affidavit

**Bid Form 1**  
**Bid Transmittal Letter**

(To be on Bidder Letterhead)

Rhonda Lunsford, City Clerk  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

\_\_\_\_\_ (“Bidder) hereby submits its Bid for the Asphalt Paving of Duggan Hill Drive Project(“Project”).

Bidder accepts all of the requirements, terms, and conditions of the Bid, including without limitation those dealing with the Bid Bond, required performance and payment bonds and insurance. The Bid will remain subject to acceptance for sixty (60) days after the opening of Bids.

In submitting this Bid, Bidder certifies, represents and warrants, that:

- A. The submittal of the Bid has been duly authorized by, and in all respects binding upon, the Bidder.
  - a. The Bidder is licensed as a general contractor in the State of Georgia.

Bidder’s License Information	
Name on License	
License Number	

- B. The undersigned declares that it is the Bidder or by holding the position below indicated is authorized to execute this Bidder Transmittal Letter on behalf of the Bidder and that all representations made on this form are true and accurate.
- C. Bidder has examined, carefully studied and understands and agrees to be bound by the requirements of the Bid, the other related information identified in the Bid, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- E. The Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.

- F. All information and statements contained in the Bid, are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the Bid.
- G. The submission of this Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid and Addenda without exception.
- H. Bidder acknowledges that it is aware and understands the requirements of Georgia Code Title 36, Chapter 91, §36-91-21 (d) and (e) and Bidder is solely responsible for complying with such requirements.
- I. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- J. Bidder has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid and the written resolution thereof by the Owner is acceptable to Bidder.
- K. The Bid is generally sufficient to indicate and convey an understanding of the terms and conditions for the performance of the Services for which this Bid is submitted.
- L. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly prevented or endeavored to prevent anyone from making a Bid for this Project therefor by any means whatever, nor caused or induced another to withdraw a Bid for this Project and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.
- M. Bidder will complete the Work required to be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in the General Conditions. Bidder will complete the Work required for final payment in accordance with the General Conditions within 75 days after the date when the Contract Times commence to run.

The following documents are attached to and made a condition of this Bid:

- A. Bid
  - 1. Bid Form 1 Bid Transmittal Letter
    - a. Proof of Bidder Ability to Meet Bonding and Insurance Requirements: Letters from surety and insurance company or insurance agent
  - 2. Bidder Experience with Similar Projects (Bid Form 2)
  - 3. Bidder Safety Questionnaire (Bid Form 3)
  - 4. Key Personnel Availability (Bid Form 4)
  - 5. Cost Proposal (Bid Form 5)
  - 6. Direct Financial Questions (Bid Form 6)
  - 7. Draft Agreement Comments (Bid Form 7)
  - 8. Contractor Affidavit (Bid Form 8)
  - 9. Non-Collusion Affidavit (Bid Form 9)

The contact person who will serve as the interface between the Owner and the Bidder for all communications during the procurement period is:

Name:  
Title:  
Address:  
Telephone:  
Email:

The terms used in this letter have the meanings indicated in the Bid. The significance of terms with initial capital letters is described in the Bid.

Bidder agrees that venue shall lie exclusively in Rabun County, Georgia for any legal action.

This Bid is submitted by:

Name of Bidder and identification of Bidder  
(Individual; Corporation; Partnership; Joint  
Venture; other-specify):

If a Joint Venture, the Bid Transmittal Form must be signed by authorized representatives of all members of the Joint Venture.

For a corporation indicate the state of incorporation with the corporate address. For a limited liability company indicate the state in which company was formed with the company address.

\_\_\_\_\_  
*(typed or printed)*

By:  
Title:

\_\_\_\_\_  
*(Individual's Signature)*

**Bidder shall have this form notarized by a  
duly authorized notary public.**

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

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

E-mail: \_\_\_\_\_

## BID FORM 2 SIMILAR PROJECTS (CONSTRUCTION)

Attach additional sheets as necessary.

Name and location of project	
Project owner	
General description of project and scope of work.	
Bid amount and final contract amount. If there is a difference please explain the reasons for such difference.	
Bid substantial and final completion dates and final substantial and final completion dates. If there is a difference, please explain the reasons for such difference.	
Change order history on project.	
Indicate the involvement (roles and responsibilities) of any of the Key Personnel proposed for this Project.	
Indicate the involvement of any Key Personnel proposed for this Project.	
Describe any aspects of the project and actions taken by the Bidder that demonstrates why the Bidder could provide the best value to the Owner and/or that would differentiate the Bidder from the other Bidders.	
Provide an owner reference for the project- name, title, email address and telephone number.	

## BID FORM 3 BIDDER SAFETY QUESTIONNAIRE

Bidder Safety Questionnaire				
Bidder Name				
Health and Safety				
Please use your OSHA No. 200/300 logs to record the number of injuries and illnesses for the last three (3) years.				
Year (state the applicable years, use most recent)	2018 or 2019	2019 or 2020	2020 or 2021	
Number of Fatalities				
Lost Work Day Cases Incident Rate -1				
OSHA Recordable Incident Rate -2				
Number of Hours Worked				
Total Number of Employees on Your Payroll				
Owner requires CMAR provide the above accident statistics, even though certain companies may not be statutorily required to keep OSHA 200/300 logs.				
-1 The following formula is used for calculating the Lost Work Day Incident Rate:	=	(Number of Lost Work Day Cases x 200,000) divided by Number of Hours Worked		
-2 The following formula is used for calculating the OSHA Recordable Incident Rate:	=	(Number of Recordable Cases X 200,000) divided by Number of Hours Worked		
List your Worker's Compensation (WC) Experience Modification Rate (EMR) for the three (3) most recent years:				
Year (state the applicable years)	Interstate	Intrastate		
2017 or 2018				
2018 or 2019				
2019 or 2020				
Is a letter from your WC insurance carrier certifying the above EMRs attached?	Yes		No	
If your WC carrier has not issued an EMR because you have not accrued enough WC costs, is a copy of your WC Loss Run (available from your WC carrier) attached?	Yes		No	
If the current EMR is greater than 1.0, is a comprehensive written explanation of the safety methods and procedures that are being implemented to reduce this rate attached?	Yes		No	
Has Bidder received an OSHA (or State OSHA) citation within the last five (5) years?	Yes		No	
If answered yes to immediately above question, is there a copy of the citation(s)	Yes		No	
Was the citation(s) contested/vacated?	Yes		No	
If answered yes to immediately above question, please describe				
What specific corrective actions were taken to prevent further injuries/ penalties?				
Does Bidder have a written occupational safety and health program?	Yes		No	
Does Bidder conduct field safety inspections to determine compliance with applicable regulations and procedures?	Yes		No	
Who conducts these inspections (provide position/title)?				
How often are safety inspections conducted?				
Does Bidder have an orientation program for new hires?	Yes		No	



Has Bidder implemented any of the following training programs? If yes, please provide the last date this training was provided or place a "N/A" if the training is not applicable										
Yes	No	Date	Training Program	Yes	No	Date	Training program			
			Asbestos				Hazardous Waste (40 Hour)			
			Blasting/Explosives				Hearing Conservation			
			Blood Borne Pathogens				Heavy Equipment Operation			
			Confined Space Entry				Laboratory Safety			
			Construction (OSHA Certified 10 hours)				Ladder/Scaffolding			
			Construction (OSHA Certified 30 hours)				Lead			
			Cranes Operations				Lockout/Tag Out			
			Electrical Safety				Personal Protective Equipment			
			Excavation Competent Person				Power-actuated Tools			
			Fall Protection				Process Safety Management			
			Fire Extinguishers				Radiation Protection			
			First Aid/CPR				Respiratory Protection			
			Forklift Operations				Welding/Cutting			
Who conducts training (Name and Title)										
Does Bidder have a program in place to discipline workers that perform unsafe work practices?							Yes		No	
Does Bidder have written Accident Investigation Procedures?							Yes		No	
Does Bidder currently maintain a program in compliance with applicable State "Right to Know" laws and the OSHA Hazard Communication Standard?							Yes		No	
Does Bidder hold "tailgate/toolbox safety meetings?							Yes		No	
If you answered yes, how often are such meetings held?										
Does Bidder have a written Alcohol and Substance Abuse Program?							Yes		No	
If you answered yes to the immediately above question, does it include?										
10-panel substance testing?							Yes		No	
Pre-employment/pre-job assignment testing within 30 days of employment or pre-job assignment?							Yes		No	
Post-accident drug and alcohol testing?							Yes		No	
Random testing (10 percent per month)?							Yes		No	
Reasonable suspicion drug and alcohol testing?							Yes		No	

The undersigned warrants and represents that he/she is authorized to sign this document and that the data and information provided on this document is accurate in all respects.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**BID FORM 4**  
**KEY PERSONNEL AVAILABILITY**

Information Requested / Key Personnel	Project Manager	Project Superintendent
Name of active project(s) currently working on.		
Percent of time used for this assignment(s).		
Estimated completion date of this assignment(s).		
Date will be available to work on this Project.		
Percentage of time to be spent on this Project.		

## BID FORM 5 COST PROPOSAL

The undersigned Bidder proposes to furnish all services, materials and equipment required to perform the Construction Services (the "Services") in accordance with the Bid, Draft Contract Documents included in Appendix B of the Bid.

The undersigned declares that it is the Bidder or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Bidder and that all representations made on this Cost Proposal are true and correct.

The undersigned acknowledges that the Cost Proposal is based on the Draft Contract Documents included in Appendix B of the Bid and as amended by any Addenda during the procurement period.

Cost Proposal

Bidder shall complete, by filling in the blanks and execute this Form and include it in its Bid Proposal.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Lump Sum for Installation of Asphalt Paving	LS	1	\$	\$
<b>Total Bid Price</b>					\$

The Total Bid Price for the items listed above for construction complete as indicated by the Contract Documents (in words and numerals) is:

\_\_\_\_\_ (Dollars)

and \_\_\_\_\_ (Cents) [\$\_\_\_\_\_].

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## BID FORM 6

### DIRECT FINANCIAL QUESTIONS

Bidder shall complete the form below by incorporating each question's response into the space provide in the Response rows. Attach additional pages as necessary.

Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or anticipated changes in financial position of the Bidder including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.
Response:
Bankruptcy. Has Bidder ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact, it would have on the ability to undertake this Project.
Response:
Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Bidder or any parents, affiliates and subsidiaries of the Bidder was or is a party that could adversely affect the Bidder's financial position or ability to undertake this Project.
Response:
Completion of Contracts. Within the last three years has the Bidder failed to complete any contract or has any contract been terminated due to alleged poor performance, default or litigation? If so, described the circumstance.
Response:
Violation of Laws. Has the Bidder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
Response:
Debarred from Bidding. Has the Bidder been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in Georgia or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
Response:
Litigation. Has Bidder been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding? If so, described the circumstance (if Bidder can discuss at this time).
Response:



**BID FORM 8**  
**CONTRACTOR AFFIDAVIT**

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

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 engaged in the physical performance of services on behalf of City of Clayton Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification

\_\_\_\_\_  
Number Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of (Public) Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, 20\_\_\_\_.

(SEAL) \_\_\_\_\_

Notary Public State of Georgia

My Commission Expires: \_\_\_\_\_

**BID FORM 9**  
**NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of the Bid Documents)

BID DATE: \_\_\_\_\_

PROJECT DESCRIPTION: STATE OF GEORGIA     }  
COUNTY OF RABUN                                     }

\_\_\_\_\_, being first duly sworn, deposes and says that (s)he is \_\_\_\_\_ (the sole owner, a partner, the president, secretary, etc.) of \_\_\_\_\_ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against The City of Clayton, Georgia, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, 20\_\_\_\_.

(SEAL) \_\_\_\_\_  
Notary Public State of Georgia  
My Commission Expires: \_\_\_\_\_



## Attachment C

### Insurance Requirements

#### 1. CONTRACTOR'S INSURANCE

- A. The following additional information is provided as required by Contractor's Liability Insurance
1. Workers' Compensation and Employer's Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Workers' Compensation, etc.,</b>	
State	Statutory
Applicable Federal (e.g., Longshore)	Statutory
<b>Employers' Liability</b>	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000
Maritime Coverage Endorsement	
Insurance shall include a waiver of subrogation in favor of the Additional Insured identified in these Supplementary Conditions.	

2. Contractor's General Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

<b>Insurance for Claims of Damages</b>	
General Aggregate (Except Products - Completed Operations)	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Products - Completed Operations Aggregate	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Personal and Advertising Injury (One Person/Organization)	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Limit Per Person - Medical Expense	\$5000
Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	1,000,000
Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable	\$1,000,000

<b>Insurance for Claims of Damages</b>	
Excess Liability, Umbrella Form to include coverage of Watercraft Liability. General Aggregate - Each Occurrence	\$5,000,000

3. Contractor's Liability Insurance shall also include completed operations and product liability coverage, and eliminate the exclusion with respect to property under the care, custody and control of Contractor. In lieu of elimination of the exclusion, Contractor may provide and maintain Installation Floater insurance for property under the care, custody, or control of Contractor. The Installation Floater insurance shall be a broad form or "All Peril" policy providing coverage for all materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work.
- a. Coverage under the Contractors Installation Floater will include:
- 1). Faulty or defective workmanship, materials, maintenance or construction.
  - 2). Cost to remove defective or damaged Work from the Site or to protect it from loss or damage.
  - 3). Cost to cleanup and remove pollutants.
  - 4). Coverage for testing and startup.
  - 5). Any loss to property while in transit.
  - 6). Any loss at the Site.
  - 7). Any loss while in storage, both on-site and off-site.
  - 8). Any loss to temporary project works if their value is included in the Contract Price.
4. Coverage cannot be contingent on an external cause or risk or limited to property for which the Contractor is legally liable. Contractor's Installation Floater will provide limits of insurance adequate to cover the value of the installation. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation for those listed as additional insured.
5. Contractor's Automobile Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident, or	\$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

6. Additional insured on all insurance policies include:
  - a. City of Clayton
7. Contractor's Contractual Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Contractor's Contractual Liability Insurance</b>	
General Aggregate	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

## 2. OWNER'S LIABILITY INSURANCE

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Contractor shall purchase and maintain for Owner, at no additional cost, Owner's Protective Liability insurance naming Owner as the named insured with insurance that will protect said parties against claims which may arise from operations under the Contract Documents. This coverage shall be from the same company that provides Contractor's liability insurance coverage, and in the same minimum amounts. The Engineer and Engineer's consultants are additional insured as their interest may appear including their officers, directors, agents and employees."

## 3. PROPERTY INSURANCE

Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to deductible amounts as may be provided by the Supplementary Conditions or required by Laws and Regulations).

**Attachment D**  
**Contract Documents**