

CITY OF NELSON
1985 Kennesaw Avenue P.O. Box 100, Nelson, Georgia 30151
REQUEST FOR BID

Date: April 15, 2022

Trail Resurfacing
Location: Walking / Nature Trail, Nelson GA 30151
Bid Number – 2022-001

The City of Nelson, Georgia is soliciting sealed bids for the above project (purpose) as described in the attached Special Terms and Conditions, bid specifications and exhibits. Bids will be received by the Mayor at Nelson City Hall located at 1985 Kennesaw Avenue until;

June 6, 2022 at 2:00 PM

Bids will be opened at the City Hall, 1985 Kennesaw Avenue, Nelson, Georgia during the June 6, 2022 Council Meeting. Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:

City Clerk's Office
1985 Kennesaw Avenue
P.O. Box 100, Nelson, Georgia 30151

Prospective bidders are instructed to obtain a bid package from City Hall, the City website, www.nelsongeorgia.com or emailing nelsoncityclerk@ellijay.com and read the General Terms and Conditions, Special Terms and Conditions and Bid Specifications very carefully. Bid forms **MUST** be completed entirely, accurately and include a defined scope of work. Bidders shall include copies of insurances, certifications as well as list all qualifications. The sealed bid number, purpose / name, and bid opening date must appear on the outside of the bid envelope.

Questions concerning terms and conditions, specifications, or any other aspects of the bid, please contact the following:

Sylvia Green
Mayor
Sylvia.Green@NelsonGeorgia.com
or nelsoncityclerk@ellijay.com
(770)735-2211 office
Post Office Box 100
Nelson, GA 30151

**CITY OF NELSON, GEORGIA
GENERAL TERMS AND CONDITIONS**

1. All bid openings will be held in the City Council conference room located at 1985 Kennesaw Avenue.
2. Each bid must be submitted in a separate sealed envelope and received by the City of Nelson in the City Clerk's office. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
3. The City of Nelson encourages utilization of minority business enterprise in our procurement activities. The City of Nelson provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
4. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service the City of Nelson is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
5. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City of Nelson. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the City of Nelson deems it necessary to determine the suitability of items as being approved equal.
6. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
7. All bids shall be typewritten or printed in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
8. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
9. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in this bid. The City of Nelson is exempted from sales and use tax by Georgia Code.

10. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
11. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
12. A Bid Bond is required in the amount of 5% of the total for bids exceeding \$10,000 unless an exact amount is stated in the Invitation for Bids. The Bid Bond/Deposit shall be in the form of a firm commitment, such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. A Bid Bond shall be retained by the City until such time a contract is executed, a purchase order is issued, or in some cases, materials and or equipment received.
13. The City reserves the right to request a demonstration of any and all items bid before making the award.
14. The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest the City.
15. All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
16. Unless Special Terms and Conditions of the bid specify otherwise, the City of Nelson reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of the City.
17. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Nelson harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
18. All items bid will be inspected by a representative of the City of Nelson upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
19. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by the City of Nelson.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders.
 - e. Unauthorized alteration of the bid form.
20. The City of Nelson assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
21. The City of Nelson reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the

successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for the City of Nelson to terminate the award immediately, and to relieve the City of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, the City reserves the right to obtain the particular item from other vendors.

22. The City of Nelson is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
23. The City of Nelson will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the City of Nelson, office of the City Clerk, by the deadline stated in the bid request.
24. The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless the City of Nelson from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.
25. Any Bidder affected adversely by an intended decision with respect to this bid shall file with the City Clerk of the City of Nelson a written notice of intent to file a protest not later than five working days (excluding Saturdays, Sundays, and City of Nelson holidays) after posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Office.

UPON SUBMITTING A BID PROPOSAL, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

CITY OF NELSON, GEORGIA
SPECIAL TERMS AND CONDITIONS

Project (Purpose): **Trail Resurfacing**

Bid Number: **2022-001**

THE CITY OF NELSON, GEORGIA is soliciting bids for the following project(purpose):

Walking / Nature Trail Resurfacing

Special Terms and Conditions for this bid include the following provisions:

1. AFFIRMATIVE ACTION EMPLOYMENT

Any contractor performing under this contract shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, color, religion, sex, age, or national origin, nor otherwise commit an unfair employment practice. The contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

2. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered as a result of this Request for Bids, which occurs during services being rendered to the City of Nelson.

3. PRICE

All prices quoted shall be firm and fixed for the specified contract period.

4. METHOD OF PAYMENT

Payments to the Contractor will be made upon completion of work. Invoice shall be submitted to:

The City of Nelson
PO Box 100
Nelson, GA 30151

5. LENGTH OF CONTRACT

The contractor shall complete all specified work not later than 60 days after contract award. Failure to do so shall result in a one per cent penalty per day until completion. Valid delays due to weather will be allowed but must be approved by the contracting official.

6. INSURANCE

The Contractor shall procure and maintain in full force and effect a workmen's compensation policy with statutory limitations and a comprehensive public liability and property damage policy insuring against loss, damage, or liability for personal injury, death, or damage to property arising out of or in connection with the Contractor's performance of this agreement, with minimum limits of liability of \$1,000,000.00 for the personal injury to or death of each person, and \$1,000,000.00 for personal injury to or death of two or more persons in each occurrence or event and a minimum limit of \$1,000,000.00 for the damage to property

resulting from each occurrence or event. All such policies shall be written with an insurance company licensed to write such coverage by the State of Georgia and shall contain a provision that written notice of cancellation or change shall be delivered to the City Clerk of the City of Nelson thirty days in advance of the effective date thereof. The City of Nelson shall be named an additional insured under said policies. Contractor must provide Certification of Insurance Compliance with fifteen (15) calendar days after notification of award. The Certification must include: Name and address of insurance company, policy number and liability coverage amount.

7. INDEMNIFY AND HOLD HARMLESS

The Bidder shall indemnify and hold harmless the City of Nelson, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of said Bidder, or because of any act or omission, neglect or misconduct of said Bidder; or because of any claims or amounts arising or recovered under the “Workmen’s Compensation Act” or any other law, ordinance, order, or decree. Or any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney(s) fees, or any and all penalties and damages incurred by reason of contractor’s failure to obtain any permit or license under, or comply with any applicable laws, ordinances, or regulations.

8. LIENS

Because this is a public purchase, contractor shall hold the City harmless from any claimants supplying labor or materials to the contractor in the performance of the work required under this contract.

9. COMMUNICATIONS

It is mandatory that all communications pertaining to the bid award be handled through the Purchasing Department. Do not contact city employees or department heads and ask for approval prior to the opening or award of bids. Any prior approval is invalid and without weight or authority.

10. LICENSES, PERMITS, FEES

The successful bidder shall obtain and maintain in full force and affect all permits, licenses and fees required by state and local law or ordinance to perform services required in this bid request and shall abide by all state and local requirements for this type work.

11. BID SUBMISSION

All bidders must show on the outside of the bid envelope the bid request number and project name. Bids may be delivered to the City Clerk prior to the time and date shown on the request, or delivered on the call for bids at the bid opening on the appointed date and time. Bidders are cautioned to allow time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened and so far, as practicable, make due allowance for possible delays. Bids received after the opening time cannot be considered.

12. Contact Information

All work coordination shall be with the City Clerk, City Hall, Telephone (770) 735-2211 or named designee(s). Bidders shall provide the name and contact information of their work coordinator(s) for this project.

13. Performance of Work

It shall be the responsibility of the bidder to familiarize themselves through site visits when provided and have full understanding of the extent and character of the work required and

the conditions surrounding the performance thereof. The City will not be responsible for alleged misunderstandings of the work to be furnished or the work to be completed, or any misunderstanding of conditions surrounding the performance thereof.

14. Labor and Equipment Requirements

The Bidder shall furnish all labor, material, equipment necessary to provide services without exception for the proper execution and completion of the contract.

15. Ability to Perform

Each Bidder shall be prepared to demonstrate their ability to perform the contract as specified within the designated time constraints. Factors considered shall include previous work experience and similar contract performance. Three business references must be included with the mandatory bid proposal form. The City of Nelson reserves the right to check all references in determining the award of this Bid.

16. Work Site

The contractor shall take all the necessary precautions for the safety of the City, contractor's employees, and the general public. The contractor shall erect and properly maintain all necessary vehicular and facility safeguards for the protection of the workman and the public. If necessary the contractor shall post appropriate signs to indicate and warn against hazards in and around work sites. Any injury to property or surrounding property shall be reported immediately to the City of Nelson Work Coordinator or the coordinator's designee(s).

17. Work Hours

Normal working hours shall be considered: Monday through Friday, 7:00 am till 7:00 pm. Saturday and legal Holidays, 9:00 am until 7:00 pm. Prior arrangement must be requested and approved for any exceptions to the above normal working hours.

18. Holiday Closings

Submission of Invoices or work performance documentation may be presented Monday through Friday between 9:00 a.m. and 4:00 p.m. The City of Nelson closes in observance of the following holidays*:

- January- New Year's Day
- January -Martin Luther King Day
- May -Memorial Day
- July- Independence Day
- September- Labor Day
- November -Veterans Day
- November -Thanksgiving Day
- November -Day after Thanksgiving
- December- Christmas Eve
- December -Christmas Day

*Saturday and Sunday holidays will be observed on Friday and Monday respectively.

19. Rejection of Work Performed

The contractor shall promptly correct all work rejected by the City as failing to conform to specifications, terms and conditions of this bid, whether observed before or after substantial completion of the work has been performed. The contractor shall bear all costs of correcting such rejected work.

20. Non-Performance and Termination

The performance of work under this contract may be terminated by the Purchasing Agent, in whole or in part whenever the Purchasing Agent shall determine that the Contractor has failed to meet the requirements of this contract. The Purchasing Agent has the right to terminate for default if the contractor fails to perform the work within the time as determined by the Nelson City Clerk or for the improper disposal of any materials from properties or failure to correct rejected work when so requested, immediately or as directed by the Nelson City Clerk for the City. Said defaults shall constitute authority for the Purchasing Agent to purchase in the open market for work of comparable grade. On all such purchases the contractor or his surety shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expenses incurred in excess of the bid contract prices. The contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Purchasing Agent that failure to perform work was due to causes beyond the control and without fault or negligence of the contractor.

21. Disputes

In cases of dispute as to whether or not an item or service quoted meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the Director of the Department using the service or other objective sources

BASIS OF AWARD

This bid will be awarded to the lowest net costs of the most responsive, responsible vendor who meets or exceeds all requirements and specifications.

All prices quoted in this bid shall be firm and fixed for the entire contract period specified. The City will notify the successful bidder of acceptance within forty-five (45) days of the opening of the bids. This contract is subject to cancellation without notice if:

1. Insurance of any nature provided as a part of this contract is cancelled.
2. The license issued by the State of Georgia or the City of Nelson is suspended or revoked.

REFERENCES

CITY OF NELSON, GEORGIA

Please list below current business references for whom you have performed work similar to that required by this bid solicitation.

Company: _____
Address: _____
Telephone: _____
Contact Person: _____
Dates of Service: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____
Dates of Service: _____

Company: _____
Address: _____
Telephone: _____
Contact Person: _____
Dates of Service: _____

BUSINESS ORGANIZATION

Please check the appropriate form of business organization below.

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on a separate sheet, and return along with your bid response.

_____ Corporation: Incorporated under the laws of the State of _____.

(In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation, which permits the person to execute the offer for the corporation.)

List Names of Officers: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Seal (affix corporate seal below)

Attest:

Signature of Secretary

Nelson, Georgia
SPECIAL TERMS & CONDITIONS

Purpose: Trail Resurfacing

Bid Number: 2022-001

Bid Documentation / Mandatory Bid Form:

Taxes: The City of Nelson is exempt from sales tax.

Notice of Award: Proposals received will be evaluated and the lowest responsible bid determined by the City. Written notification and purchase order will be given to the respective award vendor. The City of Nelson reserves the right to accept or reject any or all proposals and to select the firm it feels will execute the project in the best interest of the communities.

Questions regarding bid proposal requirements shall be submitted in writing to:

Nelson City Mayor

City of Nelson

PO Box 100

Nelson, GA 30151

Sylvia.Green@nelsongeorgia.com

or nelsoncityclerk@ellijay.com

BID NO. 2022-001

**Mandatory Bid Form
BID PROPOSAL**

I hereby propose to conform to the Terms and Conditions, Specifications, and all other Documents within this request for bids in the performance of the: Trail Resurfacing at the rates below:

Proposed Bid: \$ _____

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE SPECIFICATIONS AND AFFIRM THAT THE BID IS IN COMPLIANCE WITH THE SPECIFICATIONS.

Trail Resurfacing, 100 School Street, Nelson GA 30151
BID # 2022-001

Project / Bid Number

Signature of Bidder

Company Name

Name of Bidder (typed or printed)

Street Address

Title of Bidder

City, State, Zip

Mailing Address

Federal Tax ID Number

Area Code & Telephone No

Email

Fax Number

List of Specifications:

- Remove any remaining current surface material (mulch).
- Level / smooth out any uneven areas.
- Trail to end or be rerouted on the north-west side (small bridge).
- Install Slate Scape Trail Mix 4" thick.
- Compact Slate Scape material.
- Install border next to trail to contain the Slate Scape.
- 30 Days from Notice of Award to Complete Project

EXHIBITS

A. Trail Illustration

B. Slate Scape - Trail
Mix brochure

Local Distributor:

The Stone Center in Kennesaw, GA (470) 744-0200

OTHERS MAY BE AVAILABLE



Rockmart Slate Corporation
480 S. Marble, Rockmart, Ga.
770-684-6583
www.rockmartslate.com

TRAIL MIX



ADA COMPLIANT

Applications

- Trails
- Walking/bike path
- Portable classroom walkway
- Warning tracks
- Parking pads
- Concession areas

Benefits

- Provides necessary density for compaction while maintaining superior porosity
- Environmentally friendly, actually improves quality of water passing through
- Unique 5/8" minus gradation packs very smooth

A



not completed

redirected



Edmondson Field
 City of Nelson Park
 preliminary master plan

Cherokee County Board of Commissioners
 May 20, 2012

