

## **INVITATION TO BID (ITB)**

2025 LMIG Paving Project

## I. INTRODUCTION

The City of Pooler, Georgia, (hereinafter referred to as "CITY"), a municipality within the State of Georgia, invites sealed bids for the 2025 LMIG Paving Project, encompassing the furnishing of all materials, labor, tools, equipment, and services, including traffic control, necessary to complete the asphalt resurfacing and associated work. The Contractor shall provide all required resources to fulfill the terms and conditions outlined in this Invitation to Bid. This Invitation to Bid (ITB) outlines the requirements and instructions for submitting a bid for the project, the evaluation process, and the terms and conditions of the potential contract.

#### II. PURPOSE

The 2025 LMIG Paving Project involves asphalt resurfacing of 1.56 miles of neighborhood streets within the Hunters Ridge Subdivision. The project shall also include the resurfacing of intersecting roads and asphalt driveways. To successfully complete the project, the contractor will be needed to establish traffic control for construction, install pavement markings, and perform repairs on the roadway base, as directed by CITY Staff. All work shall follow the Georgia Department of Transportation (GDOT) 2021 Standard Specifications (as modified), 2024 MUTCD, and CITY standards.

## III. SCOPE OF WORK

The scope of work for this project includes, but is not limited to, the following:

The contractor shall furnish all materials, labor, equipment, and services to complete the project per CITY Standard Specifications and Details, the latest Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems (2021, as modified by Supplemental Specifications), 2024 MUTCD, and all exhibits and details included in the Invitation for Bid Package. The following outlines the specific scope of services for the 2025 LMIG Paving Project

#### A. Traffic Control

The Contractor shall provide continuous traffic control throughout the project duration to ensure safety and minimize disruptions. A detailed traffic control plan, compliant with the latest MUTCD guidelines and GDOT Special Provision Section 150 – Traffic Control, must be submitted for approval prior to commencement of work. The plan shall address all project phases, including

lane closures, detours, and pedestrian safety, as applicable.

## B. Patching

The Contractor shall perform bituminous patching in areas identified by CITY staff and their consultant. Identified areas with failing road base shall be excavated, removed, and replaced in accordance with GDOT Section 400 – Hot Mix Asphaltic Concrete Construction and related specifications. Methods and Materials shall comply with GDOT standards and Approved by CITY Staff.

## C. Pavement Markings

The Contractor shall furnish and apply thermoplastic reflectorized pavement markings, including solid lines, broken (skip) lines, words, and symbols, in accordance with existing markings, GDOT Section 653 – Thermoplastic Pavement Markings, and MUTCD standards. Markings shall match the color, type, and location specified in GDOT Details T-11A, T-12A, T-12B, T-13A, & T-14. The Contractor shall install raised pavement markers (reflective, ceramic, or channel markers) in accordance with GDOT Section 919 – Raised Pavement Markers and GDOT Detail T-15C. Markers shall be placed as specified in the project plans and exhibits.

## D. Miscellaneous Top Adjustments

The Contractor shall adjust the tops of all manholes, valve boxes, and other utility covers to be flush with the new pavement surface (as needed), in accordance with GDOT standards and CITY specifications. Adjustments shall ensure proper drainage and a uniform driving surface.

## E. Quality Assurance

All applicable testing and verification shall be performed as outlined by the applicable GDOT Specifications. Test results and cores shall be delivered to the CITY Public Works Department (1095 S. Rogers Street, Pooler, GA 31322). Testing costs shall be included in the unit pricing. Sweep roadways before applying tack coat. Verify striping quantities and locations before application. Apply temporary centerline striping during asphalt curing.

## IV. ELIGIBILITY CRITERIA:

- A. Must have a valid business license within the State of Georgia.
- B. Demonstrated experience in Municipal Street paving.
- C. Ability to provide proof of required insurance and bonding (as applicable).
- D. Must comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.), which governs the transparency of public contracts and submissions.
- E. Proof of previous experience on projects of a similar size and scope, ideally within Georgia or local government entities.

## V. BID SUBMISSION INSTRUCTIONS:

Bids must be submitted by August 20, 2025, at 3:00 p.m. Late submissions will

not be considered. Bids should be submitted in one of the following two formats:

## Mail submission to:

City of Pooler Attn: City Clerk 100 US Highway 80 SW Pooler, GA 31322

## Deliver in person to:

City of Pooler Attn: City Clerk 100 US Highway 80 SW Pooler, GA 31322

Bids shall include the following documents:

- A. Proof of Insurance and Bonding: Include certificates of insurance and bonds required by the State of Georgia and the Municipality
- B. Georgian Business License: Proof of business registration within Georgia
- C. Schedule of Bid Items and Unit Prices (See Appendix G)
- D. Bid Form
- E. Project Schedule, estimating the number of days for completion from the Notice to Proceed
- F. Contractor Affidavit (See Appendix D)
- G. Georgia Security and Immigration Compliance Act of 2006 (See Appendix B)
- H. Non-Collusion Affidavit (See Appendix E)
- I. Contractor Credentials Information
- J. Sample Contract
- K. Bid Bond (5% of total bid, using CITY-provided forms)

#### VI. PUBLIC BID OPENING

Bids will be publicly opened on August 20, 2025, at 3:00 p.m. at the following location:

Pooler City Hall Second Floor Training Room 100 US Highway 80 SW Pooler, GA 31322

The public opening will allow for transparency and will provide all interested parties an opportunity to witness the bid opening process. All submitted bids will be read aloud and recorded for the public record. Interested parties are welcome to attend the bid opening.

## VII. BID/PROPOSAL EVALUATION CRITERIA:

Bids/proposals will be evaluated based on the following criteria:

- Experience and Qualifications (40%): Relevant experience in similar projects, expertise of proposed team members, and successful past projects.
- Technical Approach (10%): The proposed solution, methodology, and approach to meeting the Municipality's needs.
- Cost (20%): The total cost, including breakdowns, justifications, and any value-added services.
- Timeline (10%): The ability to complete the project within the required timeframe.
- References and Past Performance (20%): Client feedback and past performance on projects of similar scope.

The Municipality reserves the right to request clarifications, additional information, and to conduct interviews or presentations if necessary.

#### **VIII. CONTRACT TERMS AND CONDITIONS:**

The successful proposer will be required to enter into a formal agreement with the Municipality. Key terms of the contract may include, but are not limited to:

## A. Project Schedule

The Contractor shall commence work within 20 calendar days of receiving the Notice to Proceed (NTP) from the CITY Public Works Department. Work shall proceed continuously to completion without unreasonable delays or suspension, unless authorized in writing by the CITY. The project shall be completed within 60 calendar days from the Notice to Proceed, as specified in the Advertisement section.

## B. Payment

Payment quantities listed in the bid documents are approximate and subject to adjustment based on actual work performed. Increases or decreases in quantities shall be compensated at the contract unit prices submitted in the bid. Payments shall be made monthly for work completed in the prior month, with a 5% retainage withheld until project completion, as specified in the Advertisement section.

## C. Warranty

The Contractor warrants all work for a minimum of one year from the date of final acceptance by the CITY. Any work found to be defective or non-conforming to the Invitation to Bid requirements, including unapproved substitutions, shall be repaired or replaced at the Contractor's expense. Services shall be performed to the standards of an experienced and competent professional in asphalt paving and roadway construction, in accordance with GDOT and CITY specifications.

## D. Changes

The CITY may, without invalidating the contract, change order within the general scope of work by altering, adding to, or deducting from the services required. If such changes impact the Contractor's cost or time to perform, an equitable adjustment shall be negotiated and documented in a written contract modification. Pricing for modified bid items shall reference the latest R.S. Means Construction Cost Data or equivalent industry standards. All change orders must be approved in writing by the CITY prior to execution.

## E. Bid Security

Each bid must be accompanied by a certified check or bid bond equal to 5% of the total bid amount, payable to the CITY's Finance Department, as specified in the Advertisement section. The bid bond shall be submitted on forms provided by the CITY.

## F. Basis of Bid/Comparison of Bids

The bid shall represent the total cost to perform all necessary tasks to deliver the finished product. Bidders shall submit a total base bid price. Discrepancies between the multiplication of units of work and unit prices may be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof may be resolved in the favor of the correct sum. Discrepancies between words and figures may be resolved in favor of the words.

## G. Bidder Qualifications

Bidders must be pre-qualified by the Georgia Department of Transportation (GDOT) for asphalt paving and related work. Proof of pre-qualification shall be included with the bid submission.

## H. Selection Criteria

The contract shall be awarded to the lowest qualified, responsive, and responsible bidder whose bid meets the Invitation to Bid requirements. The CITY reserves the right to reject any or all bids, waive formalities, or readvertise if necessary.

## I. Reserved Rights

The CITY reserves the right to accept or reject any and/or all bids/proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the CITY, depending on available competition and timely needs of the CITY. The CITY reserves the right to award the order to the most responsible vendor submitting a bid/proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the CITY. The CITY shall be the sole judge of the bid/proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Additionally, the CITY reserves the right to make such investigation or to request clarifications, as it is deemed necessary, to determine the ability of any vendor to complete the delivery of the order.

## J. Cost of Preparation of Bid

This Invitation to Bid is not to be construed as a contract or as a commitment of any kind; nor does it commit the CITY to pay for any cost incurred in the submission of a response or for any cost incurred prior to the execution of a formal contract.

## K. General Conditions

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

- 1. This bid is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
- 2. This bid is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- 3. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
- 4. The bidder has not solicited or induced any person, firm or corporation to refrain from bidding.
- 5. The bidder has not sought by collusion to obtain for itself any advantages over any other bidder or over the CITY.
- 6. No bidder will be allowed to submit more than one offer. Any alternate bids/proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.
- 7. All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The CITY shall have sole discretion in evaluating qualifications and responses of Bidders. Bidder acknowledges that in performing a contract for the CITY, Bidder shall not utilize any firms that have been listed on the Federal or State of Georgia Parties Listing (barred from doing business) and will not be considered for a contract award. Bidders shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

## L. Security Bond Requirements

Security Bond Requirements applicable to bid submission and contract award are as follows:

- 1. Bidder shall post a Bid Bond, Certified Check, or Money Order made payable to the CITY's Finance Department in the amount of 5% of the Bid price.
- 2. Contractor(s) shall post a Payment/Performance Bond, Certified Check, or Money Order made payable to the CITY Finance Department, in the amount of 100% of the Bid price if awarded the contract or purchase.

Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due any sub-contractors.

- 3. Whenever a Bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by the CITY.
- 4. Bidder acknowledges CITY 's right to require a Performance Bond of specific kind and origin.
- 5. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter into a contract with the CITY to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this Bid/Proposal for the Bid amount, and
- 6. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
  - a. The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;
  - b. The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.

## M. Equal Opportunity

The CITY prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The CITY will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

## N. Access to Public Records Act Notice

Each vendor should give specific attention to the identification of those portions of its bid/proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

O. Georgia Security and Immigration Compliance Act: E-verify and Save Program

The CITY participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The following documents, included in this Invitation to Bid must be completed and submitted with the bid submittal:

- 1. Georgia Security and Immigration Compliance Act of 2006
- 2. Contractor Affidavit and Agreement

## P. State Licensing Board for General Contractors

Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of General Contractors by I July 2024: General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

#### IX. ATTORNEY'S CLAUSE

Any awarded bid is subject to the execution of a contract between the bidder and the CITY upon terms acceptable to the CITY, as approved by the City Manager and City Attorney

## X. BID/PROPOSAL TIMELINE

ITB Release Date: July 18, 2025

Mandatory Pre-Bid Meeting: July 30, 2025, at 3:00 p.m.

Deadline for Submission of Questions: August 7, 2025, at 5:00 p.m.

Bid Submission Deadline: August 20, 2025 at 3:00 p.m.

Bid Evaluation Period: August 21-27, 2025 Award Announcement: Council Meeting Contract Start Date: September 1, 2025

Project Completion Date: 60 days

## XI. QUESTIONS, CLARIFICATIONS, REQUESTS FOR INTERPRETATION

All inquiries regarding this ITB shall be submitted in writing five (5) calendar days before bid due date to the ITB contact person. The CITY will provide written responses to all questions and distribute them to all interested vendors.

ITB Contact Name: Shawn McNelly

ITB Contact Title: Street Superintendent, Department of Public Works

Email Address: <a href="mailto:smcnelly@pooler-ga.gov">smcnelly@pooler-ga.gov</a>

Phone: (912) 330-8650

Mailing Address: 1095 South Rogers Street, Pooler, Georgia 31322

## XII. CONTACT INFORMATION

For additional information or clarification regarding this ITB, please contact:

ITB Coordinator Name: Matthew Saxon ITB Coordinator Title: Assistant City Manager

Email: msaxon@pooler-ga.gov

Phone: (912) 748-7261

Mailing Address: 100 US Highway 80 SW, Pooler, Georgia 31322

## XIII. APPENDICES

Appendix A: Streets to Be Paved - Aerial Map and List

Appendix B: Indemnity Provision

Appendix C: Georgia Security and Immigration Compliance

Act of 2006 Compliance Form

Appendix D: Contractor Affidavit Under O.C.G.A § 13- 10- 91(B)(1)

Appendix E: Non-Collusion Affidavit Appendix F: Bid Amount Appendix G: Exhibits

## **APPENDIX A: Streets to Be Paved - Aerial Map and List**



Road Name	Beginning	Ending	Length (Miles)	Description of Work
Longleaf Circle	Pine Barren	End	.82	Resurface
Longleaf Circle	Traffic circle	Cross Creek Dr	.18	Resurface
Browing Drive	Longleaf circle	Redfield Drive	.15	Resurface
Cassidy Way	Longleaf circle	Longleaf circle	.20	Resurface
Cassidy court	Longleaf circle	end	.07	Resurface
Chamois court	Redfield drive	end	.07	Resurface
Redfield drive	Longleaf circle	end	0.14	Resurface

# APPENDIX B: Indemnity Provision

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses,

expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of CITY of others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the CONTRACTOR, his SUBCONTRACTORS, agents, and employees, including losses, expenses, damages sustained by CITY, and agrees to indemnify and hold harmless the CITY, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, CONTRACTOR agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contra	ct dated
between the City of Pooler and	
for debris monitoring services.	
	SIGNATURE
	PRINT NAME
	PRINT COMPANY

APPENDIX C:
Georgia Security and Immigration Compliance Act of 2006 Compliance Form

all CONTRACTORS and SUBCONTRATORS comply with Rule 300-10-1-.02 as a condition of awarding contracts. The CONTRACTOR certifies that the following employee-number category is applicable to the CONTRACTOR: (initial one only) \_\_\_\_\_ Ten (10) or more employees \_\_ Fewer than (10) employees The CONTRACTOR agrees that in the event the CONTRACTOR employs or contracts with any SUBCONTRACTOR in connection with the covered contract, the CONTRACTOR will secure from the SUBCONTRACTOR such SUBCONTRACTOR indication of the employee-number category applicable to the SUB CONTRACTOR. In the event the A CONTRACTOR employs or contracts with any SUB CONTRACTOR in connection with the covered contract, the CONTRACTOR will secure from such SUB CONTRACTOR attestation of the SUBCONTRACTOR's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the SUB CONTRACTOR'S execution of the SUB CONTRACTOR affidavit shown in Rule 300-10-1-.08 or a substantially similar SUBCONTRACTOR affidavit and will maintain records of such attestation for inspection by the public employer at an time. Such SUBCONTRACTOR affidavit shall become part of the CONTRACTOR /SUB CONTRACTOR agreement. AUTHORIZED OFFICER/AGENT SIGNATURE AUTHORIZED OFFICER/AGENT PRINT NAME AUTHORIZED OFFICER/AGENT TITLE DATE **NOTARY SEAL:** SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF DATE NOTARY PUBLIC SIGNATURE

The City of Pooler complies with the requirements of O.C.G.A. 13-10-19 and requires that

APPENDIX D: Contractor Affidavit Under O.C.G.A § 13- 10- 91(B) (1)

NOTARY PUBLIC COMMISSION EXPIRATION

By executing this affidavit, the undersigned CON O.C.G.A. § 13- 10-91, stating affirmatively that engaged in the physical performance of services has registered with, is authorized to use and use commonly known as EVerify, or any subsequent the applicable provisions and deadlines establish the undersigned CONTRACTOR will continue to a throughout the contract period and the undersign physical performance of services in satisfaction who present an affidavit to the CONTRACTOR will 13-10-91(b). CONTRACTOR hereby attests that identification number and date of authorization as	the individual, firm or corporation which is on behalf ofes the federal work authorization program replacement program, in accordance with ned in O.C.G.A. § 13-10-91. Furthermore, use the federal work authorization program and CONTRACTOR will contract for the of such contract only with SUBCONTRACTOR ith the information required by O.C.G.A. § its federal work authorization user
Federal Work Authorization User Identification N	lumber
Date of Authorization	
Name of Contractor	
Name of Public Employer	
I hereby declare under penalty of perjury that the	he foregoing is true and correct.
	AUTHORIZED OFFICER/AGENT SIGNATURE
	AUTHORIZED OFFICER/AGENT PRINT NAME
	AUTHORIZED OFFICER/AGENT TITLE
	DATE
NOTARY SEAL:	SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF
	DATE
	NOTARY PUBLIC SIGNATURE
	NOTARY PUBLIC COMMISSION EXPIRATION

APPENDIX E: Non-Collusion Affidavit

	State of Georgia; County of Chatham;					
	, being first duly sworn, deposes and says that					
1.	He/she is (owner, partner, officer, representative, or agent) of the CONTRACTOR that has submitted the attached Bid;					
2.	He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;					
3.	Such Bid is genuine and is not a collusive or sham Bid;					
4.	Neither the said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other CONTRACTOR, firm or person to fix the price or prices in the attached Bid or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the or any person interested in the proposed Contract; and					
5.	<ol> <li>The price or prices quoted in the attached Bid are fair and proper and are not taint any collusion, conspiracy, connivance or unlawful agreement on the part of the CONTRACTOR or any of its agents, representatives, owners, employees, or parties interest, including this affiant.</li> </ol>					
		AUTHORIZED OFFICER/AGENT SIGNATURE				
		AUTHORIZED OFFICER/AGENT PRINT NAME				
		AUTHORIZED OFFICER/AGENT TITLE				
		DATE				
NC	OTARY SEAL:	SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF				
		DATE				
		NOTARY PUBLIC SIGNATURE				
		NOTARY PUBLIC COMMISSION EXPIRATION				

APPENDIX F: Bid Amount

2025 Pooler LMIG Paving Project							
ITEM	ITEM DESCRIPTION		UNITS	UNIT PRICE	EXTENDED AMOUNT		
10	Traffic Control	1	LS		\$		
20	1.5" Recycle Asphalt Concrete 9.5mm Superpave, Type 1 (165 LB/SY)		TON		\$		
30	Recycled Asphalt Concrete Patching, Including Bituminous Material & Hydrated Lime		TON		\$		
40	Bituminous Tack Coat		GAL		\$		
50	Mill Asphalt Concrete Pavement, 1.5" Depth (Owner Retains Materials)		SY		\$		
	\$						

## APPENDIX G: Exhibits







