INVITATION TO BID

City of Fort Oglethorpe

Public Works
500 City Hall Drive
Fort Oglethorpe, Georgia 30742
Phone: 706-866-2544

Invitation to Bid (ITB) No. 002-26

Asphalt Road Resurfacing and Milling

1.0 Bid Requirements and Project Specifications

The City of Fort Oglethorpe hereby solicits and requests sealed bids from qualified contractors for asphalt road resurfacing and milling on various city streets within the city limits of Fort Oglethorpe, Georgia 30742. The project consists of furnishing all materials, labor, tools, equipment, and services required for resurfacing and milling as described in the specifications.

Bids for this project must be sealed and delivered in person, by mail, or overnight delivery service to:

City of Fort Oglethorpe
500 City Hall Drive
Fort Oglethorpe, Georgia, 30742
Attention: Kathy Bradley, City Clerk & Assistant Finance Director

All bids must be delivered to the City no later than Thursday, December 3, 2026, at 2pm. Any bid received after this time will not be considered. The envelope shall state **"SEALED BID – ITB #002-26: Asphalt Road Resurfacing and Milling"** to prevent accidental opening. Bids will be read aloud at that time. An award will be made based on the lowest responsive and responsible bid that has met the requirements of this ITB. Bids may be split or awarded in entirety. Bid price shall stand for 90 days from the due date of the bid.

Written inquiries should be made to Kathy Bradley, City Clerk & Assistant Finance Director, at kbradley@fortoglethorpega.gov. All questions must be submitted in writing by Friday, November 20, 2026, at 2 p.m.

For complete details regarding this bid and to view the scope of work summary for ITB # 002-26, please view the project details at www.fortogov.com under the Bids and Proposals tab https://fortogov.com/bids-proposals/.

1.1 **ITB #002-26: Asphalt Road Resurfacing and Milling – Specifications**

The purpose of this specification is to describe materials, dimensions, and workmanship desired to complete the project as specified below.

1.1.1 **Resurfacing and Milling**

- Traffic Control
- Mill & Patch 411/440 # yd2 450 lbs
- Recycled Asph Conc Leveling, Incl Bitum Matl & H Lime
- Recycled Asph Conc 9.5 MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime
- Bitum Tack Coat
- Solid Traf Stripe, 6 in, yellow Thermoplastic
- Thermoplastic Solid Traf Stripe, 24 In, White Stop Bars

1.2 **Other Specifications**

1.2.1 The contractor must follow GDOT specs and be a GDOT-approved contractor.

1.2.2 The company that is awarded the project must do at least 70% of the work themselves.

1.2.3 The City will determine the streets to be paved from the list below, pending funds available

- Century Station Dr
- Century Dr
- Outpost Dr
- Holli Ln
- Bunker Dr
- Westside Country Dr
- Mockingbird Ln
- Goldenrod Ln
- Dandelion Trl

1.2.4 The project shall be completed by June 30, 2027

1.2.5 Original Invoices should be sent to: City of Fort Oglethorpe
Attn: Accounts Payable
500 City Hall Drive
Fort Oglethorpe, GA 30742

2.0 **Bid Submittal and Required Documents**

2.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)
- Bid Fee Form
- Execution of Bid Form
- Exception Sheet
- Affidavit of Non-Collusion
- Certificate of Insurance as described in Section 6.0 'Insurance Requirements'
- E-Verify Compliance – Georgia Security and Immigration Compliance Act Affidavit
- All other submittals as required per the specifications.

2.2 All referenced documents must be complete and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal and bid fee forms contained in these specifications to be considered.

2.3 Partial bids will not be accepted. The contractor must bid on all items listed above under Section 1.1 ITB #002-26: Asphalt Road Resurfacing and Milling – Specifications and the accompanying Bid Fee Form.

2.4 Respondent understands that the City reserves the right to reject any or all bids. Award will be made based upon the most responsive and responsible bid that has met the requirements of this ITB criteria. **The respondent agrees that its bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.**

2.5 The contractor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation in order for their bid to be considered. Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab https://fortogov.com/bids-proposals/

3.0 **Quality Assurance Requirements**

3.1 Project Safety: The contractor is solely responsible for maintaining a safe work environment for the duration of the project.

3.2 The contractor is urged to use care on this project and leave the City property in pre-project condition.

3.3 The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or any subcontractor's actions or performances during this scope of work.

4.0 Terms and Conditions

4.1 All bids and supporting materials as well as correspondence relating to this ITB become property of the City of Fort Oglethorpe when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the bid is proprietary will not be honored.

4.2 All applicable State of Georgia and Federal Laws, City ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the respondent, the Contractor and project throughout and are herein incorporated. The Agreement with the contractor, and all questions concerning the execution, validity, or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

4.3 Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

4.4 Subcontractors as part of the project team must be licensed in the State of Georgia and shall be responsible for obtaining E-Verify Affidavits from his subs.

4.5 From the date the City of Fort Oglethorpe receives a respondent's bid through the date a contract is awarded to a contractor, no respondent may make substitutions, deletions, additions, or other changes in the configuration of respondent's bid.

4.6 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the City of Fort Oglethorpe. All such materials shall remain the property of the City of Fort Oglethorpe and will not be returned to the respondent.

4.7 Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of the qualification package. However, the City of Fort Oglethorpe reserves the right to decide, on a case-by-case basis, its sole discretion, whether or not to reject such a bid as non-responsive.

4.8 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Fort Oglethorpe, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City of Fort Oglethorpe may have.

4.9 By submitting a bid package, the Contractor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the State of Georgia.

4.10 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the City of Fort Oglethorpe in the state of Georgia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.

4.11 It is understood and agreed between the parties herein that the City of Fort Oglethorpe shall be bound hereunder only to the extent of the funds available, or which may hereafter become available from the purpose of this agreement.

4.12 Following review of all qualified bids, and selection of a suitable Contractor, a recommendation will be made to the City of Fort Oglethorpe Mayor and City Council by the project representative.

4.13 If awarded the bid, Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect prior to beginning work. Contractor will not be allowed to begin work unless Contractor is able to present satisfactory evidence that the Contractor holds any and all necessary or required Federal, State or local licenses and/or permits. Pursuant to O.C.G.A. § 13-10-91, all contractors and subcontractors performing work within the State of Georgia under contract with a public employer must register and participate in the federal work authorization system (i.e. E-Verify). More information can be found at www.e-verify.gov. Each respondent shall submit with its bid a copy of their current Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this document, it will be required to obtain such document from the City of Fort Oglethorpe if it is the awarded respondent.

4.14 If awarded the bid, Contractor must attest compliance with the requirements of O.C.G.A 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit as shown in Rule 300-10-1-.07 or a substantially similar contractor affidavit. Contractor agrees that in the event Contractor employs or contracts with any subcontractor(s) in connection with the contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar affidavit and maintain said records of such attestation for inspection by the City at any time.

4.15 The City of Fort Oglethorpe reserves the right to accept the lowest responsive & responsible bid that is determined to be in the best interest of the City of Fort Oglethorpe. The City of Fort Oglethorpe reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

5.0 Indemnification

5.1 The City of Fort Oglethorpe shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from services, of which, the City of Fort Oglethorpe is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.

5.2 The Contractor agrees to indemnify the City of Fort Oglethorpe and pay the cost of the City of Fort Oglethorpe legal defenses, including the fees of attorneys as may be selected by the City of Fort Oglethorpe, for all claims described in the hold harmless clause herein. Such payment on behalf of the City of Fort Oglethorpe shall be in addition to any and all other legal remedies available to the City of Fort Oglethorpe and shall not be considered to be the City of Fort Oglethorpe exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

6.0 Insurance Requirements

6.1 Contractor providing services under this agreement will be required to produce and maintain, at their own expense and without cost the City of Fort Oglethorpe, until final acceptance by the City of Fort Oglethorpe of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits: b) Comprehensive General Liability Insurance, a total of $1,000,000 for each occurrence and $2,000,000 in aggregate: c) Comprehensive Automobile Liability Insurance, $1,000,000 Combined Single limit: d) $1,000,000 Commercial Umbrella policy.

6.2 The Contractor shall provide certificates of insurance to the City of Fort Oglethorpe demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City of Fort Oglethorpe as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City of Fort Oglethorpe.

6.3 This insurance coverage enumerated above constitutes the minimum requirements and shall in no

way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

6.4 Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

7.0 Georgia Immigration & Compliance Act

7.1 Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the City of Fort Oglethorpe Government or a contractor of the City of Fort Oglethorpe Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.

7.2 Access to the authorization program to obtain an E-Verify number can be found at e-verify.uscis.gov/enroll, the website operated by the U.S. Department of Homeland Security (USDHS). **FOR A BID TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE**.

Exception Sheet

ITB # 002-26: Asphalt Road Resurfacing and Milling

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

_____ _____

Date Signature

_____

Company

_____

Title

BID PROPOSAL FORM
(Submit as the cover sheet)
(Submit a minimum of two copies)

City of Fort Oglethorpe Purchasing Department
500 City Hall Dr
Fort Oglethorpe, Georgia 30742
Attention: Kathy Bradley, City Clerk & Assistant Finance Director

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Do you have a business tax certificate/license issued in the state of Georgia? (Check one) Yes: _____ No: _____

From what City / County: _____

Tax Certificate / License #: _____ Federal Tax ID #: _____

Indicate legal form of ownership of bidder (statistical purposes only): Check one.

_____Corporation
_____Individual
_____Partnership
_____Other (Specify: _____)

BID FEE FORM

ITB # 002-26: Asphalt Road Resurfacing and Milling

Bidder Name: _____

Project Location: Fort Oglethorpe, Georgia 30742

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Fort Oglethorpe for this bid. Any exceptions are clearly marked on the Exceptions Sheet attached herein.

DESCRIPTION	Unit	Estimated Quantity	Unit Price (If Applicable)	Total
Traffic Control	LS	1		
Mill & Patch 411/440 # yd2 450 lbs	TN	246		
Recycled Asph Conc Leveling, Incl Bitum Matl & H Lime	TN	1403		
Recycled Asph Conc 9.5MM Superpave, Type II, GP 2 only, Incl Bitum Matl & H Lime	TN	3363		
Bitum Tack Coat	GL	2463		
Solid Traf Stripe, 6 In, Yellow Thermoplastic	LM	0.28		
Thermoplastic Solid Traf Stripe, 24 In, White Stop Bars	LF	370		

TOTAL PROJECT BID $ _____

ADDENDA ACKNOWLEDGEMENT

NOTE: Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab (https://fortogov.com/bids-proposals/).

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

_____

Signature

***This acknowledgement is separate from my signature on the bid proposal form. My signature on the bid proposal form will not be deemed as an acknowledgement of addenda.**

I certify this bid complies with the Bid Requirements and Project Specifications issued by the City except as clearly marked on the Exception Sheet.

_____	_____	_____
Authorized Representative / Title (Print or Type)	Authorized Representative	Date

EXECUTION OF BID

Date: _____

The respondent certifies the following by placing an "X" in all blank spaces:

_____That this bid was signed by an authorized representative of the company.

_____That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____That the respondent agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the opening, to furnish the items for the prices quoted within the timeframe required.

Company Name: _____

Address: _____

Contact: _____ Cell: _____

Email: _____

_____ _____

Authorized Representative / Title (Print or Type) | Authorized Representative | Date

AFFIDAVIT OF NON-COLLUSION

ITB #: 002-26: Asphalt Road Resurfacing and Milling

Location of Work: various locations within the city limits of Fort Oglethorpe, Georgia 30742

Contractor's State of: _____

Contractor's County of: _____

_____

Being first duly sworn, deposes and says that he / she is

_____

(sole owner, partner, president, secretary, etc. . .)

That the Proposed Fee is genuine and not collusive; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another person, to put in a sham bid, or that such other person shall refrain from responding to the Invitation to Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other respondent, or to secure and advantage against the City of Fort Oglethorpe, their City Council members, or any other person interested in the proposed contract; and, that all statements contained in said bid are true, and further, that such respondent has not directly or indirectly submitted this bid, or contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

_____

(Affiant)

Subscribed and sworn to before me this _____day of _____, 20____

_____

(Notary Public in and for)

_____

(County) [NOTARY SEAL HERE]

My commission expires _____, 20____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: The City of Fort Oglethorpe, GA 30742

Contractor's Name: _____

STATE OF GEORGIA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Fort Oglethorpe Government has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Fort Oglethorpe Government, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided or using a substantially similar form.

_____ _____

EEV/E-Verify™ User Id (Account) Number * ***(Do not enter SSN or EIN)*** Date of Authorization

_____ _____

BY: Authorized officer or Agent (Contractor Name) Date

_____

Title of Authorized Officer or Agent or Contractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF _____, 20____

_____

Notary Public

My Commission Expires: _____, 20___

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS THAT WE (Contractor) _____

as Principal, hereinafter called the Principal, and (Surety)_____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held, and firmly bound unto

City of Fort Oglethorpe, 500 City Hall Drive Fort Oglethorpe, GA 30742, Mayor Earl Gray

as Obligee, hereinafter called Obligee, in the sum of Fifty Thousand Dollars ($50,000.00), or five (_5_%) percent of the amount bid, whichever is less,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Asphalt road resurfacing and milling on various city streets within the city limits of Fort Oglethorpe, Georgia 30742.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____day of _____, 202__.

_____
(Principal)

_____ By: _____
(Witness) (Title)

_____
(Surety)

_____ By: _____
(Witness) (Title)