

INVITATION TO BID



**CITY OF RINGGOLD
PURCHASING
P.O. BOX 579
150 TENNESSEE STREET
RINGGOLD, GA 30736**

ITB #21-002

**FOR: RINGGOLD CITY HALL 2ND FLOOR RENOVATIONS HVAC
AND CEILING TILE**

OPENING DATE: March 24, 2021

TIME: 2:00 p.m.

**PLACE: Ringgold City Hall
150 Tennessee Street**

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Renovations HVAC_20210217.docx

BID SPECIFICATIONS

The plans for the Ringgold City Hall 2nd Floor renovation at 150 Tennessee Street, produced by KCP Architects, Job #2022 revised January 21, 2011. For complete set of plans digitally, email nickilundeen@cityofringgoldga.gov.

The successful bidder will be required to obtain a valid building permit from the Catoosa County Building Inspection Department at 184 Tiger Trail, Ringgold, GA 30736, prior to starting.

Work will need to be performed Monday thru Friday 7:00 am and 5:00 pm. Any alterations of the time will require written approval of the City Manager.

The City would highly recommend an appointment be made for bidders to come and look at the area of all work. For appointment contact by email: nickilundeen@cityofringgoldga.gov or call 706-935-3061 and ask for Nicki.

INSURANCE REQUIREMENTS:

Proof to be provided with Bid Proposal.

Worker's Compensation and Employer's Liability Insurance as required or specified by Georgia State Law.

Comprehensive General Liability Insurance with a minimum of \$1,000,000 per occurrence.

Comprehensive Automobile Liability.

Builder's Risk

BOND REQUIREMENTS:

State law requires the tender of a bid bond with the submission of a bid under this invitation to bid. No bid for a contract with the City shall be valid for any purpose unless the bidder shall give a bid bond with good and sufficient surety or sureties approved by the City. The bid bond shall be in the amount of not less than five percent (5%) of the total amount payable under the terms of the contract. THE FORM OF BOND AND THE SOLVENCY OF THE SURETY MUST BE APPROVED BY THE CITY PRIOR TO ACCEPTANCE OF THE PROPOSAL. An approved form of bond is attached hereto as Exhibit "A".

The forms of performance bond and payment bond and solvency of the surety must be approved by the City prior to award of the contract. An approved form of a performance bond and payment bond are attached hereto as Exhibit "B" and "C" respectively.

STATUTORY REQUIREMENTS:

This bid process and the project are subject to the requirements for public work bidding and contracts contained in O.C.G.A. §36-91-1 through §36-91-95, and O.C.G.A. §13-10-91, as may be amended and such code sections are incorporated herein by reference. To the extent any term of the bid instructions is in conflict with any of said code sections, the conflicting term in the proposal instructions shall be deemed amended to comply with the appropriate code section.

Georgia law requires the contractor awarded the bid for a public works construction contract to submit an oath. The form of oath is attached hereto as Exhibit "D".

PROPOSAL

We have examined the specifications and agree to furnish the City of Ringgold with the equipment/services accordingly. Any deviations from the specifications will be marked exception on the bid sheet.

We propose to furnish City of Ringgold with said equipment/service for:

Equipment manufacture and model proposed:

TOTAL BID COST FORMAT

HVAC System Equipment and Installation:	\$ _____
Electrical Equipment and Installation:	\$ _____
Ceiling Tile Materials and Installation:	\$ _____
Other items necessary:	\$ _____
Total Lump Sum Price:	\$ _____

COMPLY TO ALL SPECS: _____ YES _____ NO

ANY EXCEPTIONS ARE TO BE NOTED: _____

Bids shall be submitted in a sealed opaque envelope and shall be marked on the outside with the name of the submitting company, the words "SEALED BID – RINGGOLD CITY HALL 2ND FLOOR RENOVATIONS". Any deviation from the requirements set forth for the labeling of the bid envelopes shall result in said bid being returned to the bidder unopened and any such bid shall not be considered.

Sealed bids shall be addressed to the attention of Dan Wright, City Manager and mailed to the City of Ringgold, P.O. Box 579, Ringgold, GA 30736 or hand delivered to Ringgold City Hall at 150 Tennessee Street, Ringgold, Georgia. All bids shall be received on or before the above designated date and time. Any bid received after this date and time shall not be accepted. Bids shall be typed or submitted in ink. Bids will be opened and read publicly. Bids are legal and binding upon the bidder when submitted.

It is understood that this contract, if accepted by the City of Ringgold, is entered into solely for the convenience of the City and in no way precludes the City from obtaining like goods from other
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Renovations HVAC_20210217.docx

suppliers upon prior approval of the City Manager. Such approval shall be made at the sole discretion of the City of Ringgold and shall be conclusive.

The City of Ringgold reserves the right to accept or reject any or all bids for any reason, to waive technicalities, and to make an award deemed in its best interest. The City of Ringgold shall have the right to delete a unit item from the bid if necessary or proper in the sole determination of the City of Ringgold.

We certify that our bid meets the minimum requirements as specified in bid documents, this ____ day of _____.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME OF SIGNATURE

COMPANY

ADDRESS

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS: _____

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 the City of Ringgold, Georgia 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.C.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

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

EXHIBIT "A"

BID BOND

KNOW ALL MEN BY THESE PRESENTS, _____, of _____, (hereinafter called the "Principal") and _____, a corporation maintaining a current certificate to transact business in Georgia from the Georgia Insurance Commissioner and/or currently on the U.S. Department of Treasury list of approved bond sureties (hereinafter called the "Surety") are held and firmly bound unto the City of Ringgold, Georgia (hereinafter called the "Owner") and its successors and assigns, in the sum of _____ (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted, or is about to submit, its bid in writing to the Owner to renovate the HVAC and ceiling tiles of the second floor of Ringgold City Hall located at 150 Tennessee Street, Ringgold, Georgia (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal's bid is accepted as the lowest responsible and responsive bidder whose bid is determined in writing to be the most advantageous to the Owner and the Principal is awarded the contract for any or all of the Project; and if Principal enters into a written contract for the Project or so much as may be awarded to Principal within sixty (60) days of such award, and executes to Owner good and sufficient performance and payment bonds meeting the requirements of the laws of Georgia, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by Owner to be, in default under the conditions set forth above, the Surety shall promptly remedy the default by payment to Owner of the sum set forth above.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the bidding on the Project, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

EXHIBIT "A"

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2021.

"PRINCIPAL"

Attest:

By: _____
Title:

Title:

(SEAL)

"SURETY"

[Attach Power of Attorney]

By: _____
Title: Attorney in Fact

EXHIBIT "B"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, _____, of _____, (hereinafter called the "Principal") and _____, a corporation maintaining a current certificate to transact business in Georgia from the Georgia Insurance Commissioner and/or currently on the U.S. Department of Treasury list of approved bond sureties (hereinafter called the "Surety") are held and firmly bound unto the City of Ringgold, Georgia (hereinafter called the "Owner") and its successors and assigns, in the sum of _____ (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, 2021 which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the HVAC and ceiling tiles renovation of the second floor of Ringgold City Hall located at 150 Tennessee Street, Ringgold, Georgia (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment by the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the

Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2021.

“PRINCIPAL”

By: _____
Title: _____

Attest:

Title: Secretary

(SEAL)

“SURETY”

By: _____
Title: Attorney in Fact
[Attach Power of Attorney]

EXHIBIT "C"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, _____, of _____, (hereinafter called the "Principal") and _____, a corporation maintaining a current certificate to transact business in Georgia from the Georgia Insurance Commissioner and/or currently on the U.S. Department of Treasury list of approved bond sureties (hereinafter called the "Surety") are held and firmly bound unto the City of Ringgold, Georgia (hereinafter called the "Owner") and its successors and assigns, in the penal sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, 2021 which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the HVAC and ceiling tiles renovation of the second floor of Ringgold City Hall located at 150 Tennessee Street, Ringgold, Georgia (hereinafter called the "Project"); and

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification

EXHIBIT "C"

to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after three (3) years from the date the last services, labor or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2021.

"PRINCIPAL"

By: _____

Title: _____

Attest:

(SEAL)

Title: Secretary

"SURETY"

By: _____

Title: Attorney in Fact

[Attach Power of Attorney]

EXHIBIT "D"

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared _____ who on oath deposes and says as follows:

I am an officer of _____ (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the HVAC and ceiling tiles renovation of the second floor of Ringgold City Hall located at 150 Tennessee Street, Ringgold, Georgia (the "Project"). Neither the Company nor its officers, stockholders, members, managers, partners, or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders members, managers, partners, or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This ____ day of _____, 2021.

Print name: _____

Sworn to and subscribed before me,
this ____ day of _____, 2021.

Notary Public