



Purchasing Department

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
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PeachtreeCityGA.gov

CITY OF PEACHTREE CITY
KEDRON GYM FLOOR REPLACEMENT
ADDENDUM #1

The following questions, issues or concerns have been submitted.

1. QUESTION: How can access to the gym be limited? CITY'S RESPONSE: The contractor may close gym off from the public for commencement of the work.
2. QUESTION: What access will the contractor have? CITY'S RESPONSE: Attendees were shown the roll-up door access. In addition, parking spaces away from the building can be used.
3. CLARIFICATION: Contractor shall adhere to all Connor Sports specifications for the demolition of existing floor, preparation of existing floor, and installation of new floor. See attached revised Scope of Work, Bid Form, Agreement and Price and Payment Procedures for additional information.
4. CLARIFICATION: City shall choose colors for striping and free throw area after award.
5. CLARIFICATION: Attached are vector graphics. Size to be about 12' x 12'.
6. CLARIFICATION: Contractor shall use City's consultant, United Consulting, for all applicable testing.
7. CLARIFICATION: Contractor shall install rubberized transition strip around new gym floor.
8. CLARIFICATION: AC must be shut down during demo. AC to be on as required by Connor Sports specifications during the rest of the project.
9. CLARIFICATION: Prior to Substantial Completion, Contractor shall ensure that any dust or dirt is properly cleaned from the walls, roof trusses, columns, etc. Therefore, it is in the best interest of the Contractor to mitigate dust during the completion of the work.
10. CLARIFICATION: Contractor to state how Granwood floor will be removed as part of Bid Package.
11. CLARIFICATION: No demolition shall take place until all required testing is submitted to the City and Manufacturer for approval.
12. REMINDER: See bid specs for contractor requirement to video prior to project start.

August 28, 2019

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

This Bid is submitted from:

(Name and Address of Individual, Partnership, or Corporation)
P.O. Box Not Acceptable

Georgia Utility Contractor No. (if applicable)

This Bid is for: Kedron Gym Floor Replacement
September 5, 2019/3:00 pm

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (if applicable): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Purchasing Agent is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID

Lump Sum Base Bid Price	\$
Cash Allowance - Testing	\$5,000
Total Bid Price	\$

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

UNIT PRICES – POTENTIAL CHANGE ORDERS

Item No.	Description	Unit	Bid Unit Price
A	Demo : Thick Grout Bed Removal	ft ²	\$
B	Floor Prep: Grinding high areas and filling low spots over 6,000 sq-ft in Base Bid	ft ²	
C	Moisture Barrier/ Mitigation System on concrete.	ft ²	\$

The bid items outlined above have been provided for bid comparison. The bid unit prices will also be utilized for establishing contract price modifications in the event of a duly authorized change order to results in the modification of the contract amount due to the contractor. Examples of such modification shall include but not be limited to increases in the scope of work resulting in additional work or modifications of the scope of work wherein the amount of work is reduced.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. All documents as outlined in Section 00 22 13 “Supplementary Instructions to Bidders.”

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ . *[If applicable]*

END OF SECTION

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

This section contains procedures for measuring work performed by the contractor and subsequent payment of that work. It also contains descriptions related to measurement and payment.

1.02 SECTION INCLUDES

- A. Descriptions
- B. Lump Sum Payment Items
- C. Unit Price Payment Items
- D. Cash Allowances
- E. Testing and Inspection Allowances
- F. Schedule of Values
- G. Application for Payment
- H. Change Procedures
- I. Defect Assessment

1.03 DESCRIPTIONS

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by Peachtree City and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.
- D. Measurement of an item of work will be by the unit indicated in the Bid.

- E. Final payment quantities shall be determined from in-place quantities. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- F. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- G. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- H. Payment of lump sum items shall be based upon progress of the Work as developed through proper updating of the construction Schedule. Estimates of percent complete established by the Peachtree City Project Manager and Contractor shall be the basis by which earned value will be calculated and payments will be authorized.
- I. Payment of unit price items will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by Peachtree City and for performing all operations required to provide to Peachtree City the entire Project, complete in place, as specified and as indicated on the Drawings.
- J. For lump sum contracts, payment of unit price items will only be made for quantities that exceed the schedule of values. In such instance, the quantity must be approved, in writing, by the Project Manager before any unit prices can be charged for such items/quantities.

1.04 LUMP SUM ITEMS

Lump Sum Items per the contract documents include all work shown on the contract drawings and as specified here in exclusive only of those items listed separately in the Bid Schedule as separate Bid Items.

Lump Sum Bid/Items include but are not limited to: furnishing and installing all material and furnishing all supervision, equipment, labor, general conditions, overhead and profit required to provide the work complete, in-place, fully tested, ready for continuous uninterrupted service and Final Acceptance by Peachtree City excluding those items for which measurement and payment are specified elsewhere.

- A. Measurement: Shall be in accordance with the accepted Schedule of Values.
- B. Payment: Progress payments shall be based on the actual percentage of work satisfactorily completed during the progress payment period in accordance with the approved Schedule of Values. Final Payment shall be the balance of the stated Lump Sum as adjusted by approved Change Orders.

1.05 UNIT PRICE ITEMS

- A. Demo: Thick Grout Bed Removal

1. Measurement shall be based on square foot of area where grout has been removed.
 2. Work shall include all labor, materials and overhead/profit for the proper removal and disposal of the grout.
 3. Payment shall be based on the unit price multiplied by the square-foot of area repaired.
- B. Floor Prep: Grinding High Areas and Filling Low Spots over 6,000 sq-ft in the Base Bid.
1. Measurement shall be based on square foot of area ground or filled.
 2. Work shall include all labor, materials and overhead/profit for the grinding and filling of areas to make floor level according to manufacturer's specifications and requirements. Acceptable material manufacturers for Portland based patching compound are Ardex and Mapei.
 3. Payment shall be based on the unit price multiplied by the square-foot of the area that has been ground or filled.
- C. Moisture Barrier/Mitigation System on Concrete.
1. Measurement shall be based on square foot of area sealed.
 2. Work shall include all labor, materials and overhead/profit for the preparation and installation of a moisture barrier over the existing concrete according to manufacturer's specifications and requirements. Acceptable moisture barrier manufacturers are Ardex and Mapei.
 3. Payment shall be based on the unit price multiplied by the square-foot of area on which the moisture barrier has been applied.

1.06 CASH ALLOWANCES

A. General

1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents if any. These allowances shall cover the net cost of the services provided by a firm selected by Peachtree City. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition.

3. No payment shall be provided for services which fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
 2. Submit results of services provided which verify required results.

1.07 TESTING AND INSPECTION ALLOWANCES

- A. Costs Included in Testing and Inspecting Allowances:
1. Cost of engaging testing and inspecting agency.
 2. Execution of tests and inspecting.
 3. Reporting results.
- B. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:
1. Costs of incidental labor and facilities required to assist testing or inspecting agency.
 2. Costs of testing services used by Contractor separate from Contract Document requirements.
 3. Costs of retesting upon failure of previous tests as determined by Architect/Peachtree City Project Manager.
- C. Payment Procedures:
1. Submit one copy of inspecting or testing firm's invoice with next Application for Payment.
 2. Pay invoice upon approval by Peachtree City Project Manager.
- D. Testing and Inspecting Allowance Schedule:
1. Include sum called for in Bid Form for payment of testing laboratory services specified in Section 01 45 29 - Testing Laboratory Services.
- E. Differences in cost will be adjusted by Change Order.
- F. Testing performed outside of that allowed in contract will be the responsibility of the Contractor unless the cost for such testing is approved, in writing, by the Project Manager prior to such testing being performed. Furthermore, any testing required due to the Contractor's failure to follow the Contract documents and plans shall be

the responsibility of the Contractor.

1.08 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA standard form or Contractor's standard form as well as in electronic format.
- B. Submit Schedule of Values within 20 days after date established in Notice to Proceed.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify site mobilization, and bonds and insurance.
- D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders with each Application for Payment.

1.09 EXISTING CONDITIONS PHOTOGRAPHS AND VIDEO

- A. Contractor shall provide to Peachtree City complete and detailed photographs and video of entire project site, indicating existing site conditions. Contractor to submit with Schedule of Values.

1.10 APPLICATION FOR PAYMENT

- A. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Material under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
 - 11. Construction Photographs.

- B. Submittal Procedures
 - 1. Submit three (3) copies of each Application for Payment.
 - 2. Submit and updated construction schedule with each application for Payment.
 - 3. Payment Period: Submit on the 25th of each month.
 - 4. Submit with transmittal letter as specified for Submittals in Section 01330.
 - 5. Submit waivers showing that suppliers and sub-contractors have been paid the amount due from the previous invoice.
 - 6. The first application will be processed after Peachtree City agreement with the construction schedule.
- C. Substantiating Data for Progress Payments
 - 1. When the Peachtree City Project Manager requires substantiating data, submit suitable information with a cover letter identifying:
 - a. Project.
 - b. Application for Payment number and date.
 - c. Detailed list of enclosures.
 - d. For stored products:
 - 1) Item number and identification as shown on the Application for Payment.
 - 2) Description of specific material
 - 3) Invoices for stored products
 - 2. Submit one copy of data and cover letter for each copy of the Application for Payment.
 - 3. Maintain an updated set of drawings to be used as record drawings in accordance with Section 01 70 00. Exhibit the updated record drawings for review by the Peachtree City Project Manager.

1.11 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Peachtree City Project Manager of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Peachtree City Project Manager; establish procedures for handling queries and clarifications.

1. Use CSI Form 13.2A - Request for Interpretation or Contractor's standard for requesting interpretations.
 2. Peachtree City Project Manager may respond with a direct answer on the Request for Interpretation form.
- D. Peachtree City Project Manager will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in Section 00 94 39 Field Order.
- E. Peachtree City Project Manager may issue Notice of Change in Section 00 94 49 Work Change Directive including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within <__7__> days.
- F. Contractor may propose changes by submitting a request for change to Peachtree City Project Manager, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.
- G. Execution of Change Orders: Peachtree City Project Manager will issue Change Orders for signatures of parties as provided in Conditions of the Contract in Section 00 94 63 Change Order.
- H. Correlation of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 3. Promptly enter changes in Record Documents.

1.12 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Peachtree City Project Manager, it is not practical to remove and replace the Work, Peachtree City Project Manager will direct appropriate remedy or adjust payment as follows:
1. The defective Work may remain, but unit sum/price will be **adjusted to new sum/price** at discretion of Peachtree City Project Manager; or,
 2. Defective Work will be partially repaired according to instructions of Peachtree City Project Manager, and unit sum/price will be **adjusted to new sum/price** at discretion of Peachtree City Project Manager.

3. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Peachtree City Project Manager to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between City of Peachtree City (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Kedron Gym Floor Replacement

ARTICLE 2 – The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is for the demolition, preparation, disposal and construction of a new gym floor for Courts 1 and 2 shown on Site Plan A2 of the Bid Documents in accordance with Bid Specifications.

ARTICLE 3 – Engineer

3.01 The Project has been designed by City Engineer (Engineer). Engineer will assist Owner as requested with review, interpretation, inspections, etc. of the Contract Documents, Technical Specifications, and Construction Drawings.

ARTICLE 4 – Contract Times

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – Contract Price

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Work other than Unit Price Work, a Lump Sum Base Bid of: \$_____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Unit Prices for Potential Changes in Work

Item No.	Description	Unit	Bid Unit Price
A	Demo : Thick Grout Bed Removal	ft2	\$
B	Floor Prep: Grinding high areas and filling low spots over 6,000 sq-ft in Base Bid	ft2	
C	Moisture Barrier/ Mitigation System on concrete.	ft2	\$

The Bid prices for Unit Price Work set forth above as of the Effective Date of this Agreement are for establishing contract price modifications in the event of a duly authorized change order to results in the modification of the contract amount due to the contractor. Examples of such modification shall include but not be limited to increases in the scope of work resulting in additional work or modifications of the

scope of work wherein the amount of work is reduced

ARTICLE 6 – Payment Procedures

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Peachtree City Project Manager as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of approved Contractor's Applications for Payment on or about Net 15 days of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Peachtree City Project Manager may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Peachtree City Project Manager, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
- b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage). Paid invoices for stored materials required.
- c. "Balance Being Retainage" as noted above shall be considered as 10 percent of the progress payment amount until the job is at 50 percent complete. As long as the character and progress of the work remain satisfactory to the City of Peachtree City, there will be no additional retainage until substantial completion. Leaving 5 percent at substantial completion. Payment upon Substantial Completion shall be noted as below.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as the Peachtree City Project Manager shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and or 200 percent of the Peachtree City Project Manager's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Peachtree City Project Manager as provided in said Paragraph 14.07.

ARTICLE 7 – Interest

- 7.01 All moneys not paid to a properly approved pay request when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed per Georgia Code 13-11-17.

ARTICLE 8 – Contractor’s Representations

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor, if any; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations,

tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given the Peachtree City Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Peachtree City Project Manager is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – Contract Documents

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. The Project Manual
 - 3. Performance bond.
 - 4. Payment bond.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications (as listed in the table of contents of the Project Manual).
 - 8. Drawings (as listed in the table of contents of the Project Manual).
 - 9. Addenda.
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. *Other required attachments* _____.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – Miscellaneous

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more

Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Peachtree City _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

151 Willowbend Road _____

Peachtree City, GA 30269 _____

License No.: _____

(Where applicable)

Agent for service of process:

END OF SECTION

Scope of Work

Demolition

Contractor to demolish, remove and properly dispose of existing Granwood flooring system on Courts 1 and 2 according to Bid Documents and all applicable manufacturer specifications and requirements. Base Bid will include scraping with “Terminator” type flooring removal machine and shot-blasting to remove thinset in order to prep the floor. See Bid Form for unit cost of other possibilities for floor demolition. Also see Attached Site Plan A2.

Floor Prep

After removal of the existing Granwood flooring system, the Contractor shall prepare the existing concrete floor for receiving the new flooring system according to all manufacturer requirements and specifications. Floor must be level to within 1/8” in 10 ft. Base Bid will include up to 6,000 square feet of grinding high spots and filling in low spots with Portland based patching compound by Ardex or Mapei.

Moisture Mitigation

Contractor to follow all applicable manufacturer specifications and requirement for requiring and installing a moisture mitigation system and follow ASTM f2170. Ardex and Mapei are acceptable manufacturers of moisture mitigation systems used under this type of flooring.

Installation

Contractor to install the ELASTIPLUS™ flooring system, by Connor© Sports, on Courts 1 and 2 according to Bid Documents and all applicable manufacturer requirements and specifications. Base thickness shall be 7mm and the wearing layer shall be 2mm. The Contractor shall also install court striping to match existing layout. One City logo to be applied on each court as well. City will supply vector graphic of our new logo to Contractor.

Approvals

Contractor to have the City and manufacturer approve construction material submittals prior to use in Floor Prep, Moisture Mitigation and Installation. In addition, a Connor Sports representative must inspect floor after demolition and prep before new floor is installed and during installation.



Peachtree

city



GEORGIA



Peachtree



city

GEORGIA