



Purchasing Department

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
Fax: 770-631-2507
PeachtreeCityGA.gov

1. **QUESTION:** Bid item 4) Asphalt Patching Binder-19mm) has a unit of measure for SY, however the Roadway Patching Specification included in the RFB tell us that this item of work will be paid for by the Ton (Actual Tons of Asphalt Placed). Would you please change the Unit of Measure on the bid form to Tons as called for in the Specifications? **CITY'S RESPONSE:** Quantities are correct but the unit of measure should have been Tons. See revised bid form and agreement.
2. **QUESTION:** On page 4 at the bottom it tells us that the project shall be substantially complete within 180 Calendar Days however on page 48 paragraph 4.02 says we have to be substantially complete in 90 Calendar Days. Which of these is correct? **CITY'S RESPONSE:** 180 days is correct.
3. **QUESTION:** Can you please confirm that this project will not require a Pre-Bid Meeting? **CITY'S RESPONSE:** As stated in the Invitation for bids, there will not be a pre-bid meeting.

Attachments:
Revised Bid Form
Revised Agreement

01/14/2020

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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: Peachtree City Paving Projects for 2020
02/06/2020/3:00 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 any thing 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):

UNIT PRICE BASE BID – 2020 Paving

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Total
1	Mobilization/Demobilization	Lump	1		
2	General Conditions	Lump	1		
3	Asphalt Milling (Depth 0"-4")	Yd ²	201500		
4	Asphalt Patching (Binder-19mm)	Tons	1750		
5	Portland Type 1 Cement (FDR mixing of roadways)	Tons	4600		
6	FDR - Recycle in place- 10 Inch Depth	Yd ²	151800		
7	9.5mm-(Super Pave Type II, GP 2, & H Lime)	Tons	23200		
8	19mm-(Super Pave, & H Lime)	Tons	2800		
9	Replace Water Valves Riser	Each	54		
10	Replace Sewer Manhole Cone	Each	42		
11	Raise Sewer Manhole	Each	81		
12	5-Inch Yellow Striping (Thermoplastic)	Lf	1400		
13	5-Inch White Striping (Thermoplastic)	Lf	6000		
14	12-Inch Stop Bars (Thermoplastic)	Each	8		
15	Reflective Pavement Markers (RPMs)	Each	100		
16	Golf Cart Crossing (Thermoplastic)	Each	6		
17	Arrows/Symbols (Thermoplastic)	Each	54		
18	Remove & Replace Curb and Gutter	Lf	200		
19	Shoulder Backfill and Stabilization	Yd ³	100		
20	Lump Sum for Catch Basin/Pipe on Fox Fall	Lump	1		
				Total Base Bid=	

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. If the product of the Estimated Quantity and Bid Unit Price indicated in the Bid Price column is incorrect, then the Bid Unit Price will govern to determine the actual Bid Price. If the quantity is in excess of the estimate quantity, no increase in price will be permitted unless approved, in writing, by the Project Manager before such quantity is used in the Project. If the quantity is less than the estimated quantity, the city will be given a credit on such price.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities in-place, determined as provided in the Contract Documents.

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

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:

Peachtree City Paving Projects for 2020

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 milling, Full Depth Reclamation, patching and resurfacing of various City streets. A more detailed scope of work is presented in Section 01 10 00 – Summary and in Appendix B.

ARTICLE 3 – Engineer

3.01 The Project has been designed by Jonathan Miller (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 90 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 120 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 of: \$N/A

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 PRICE BASE BID – 2020 Paving Bid

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Total
1	Mobilization/Demobilization	Lump	1		
2	General Conditions	Lump	1		
3	Asphalt Milling (Depth 0"-4")	Yd ²	201500		
4	Asphalt Patching (Binder-19mm)	Tons	1750		
5	Portland Type 1 Cement (FDR mixing of roadways)	Tons	4600		
6	FDR - Recycle in place- 10 Inch Depth	Yd ²	151800		
7	9.5mm-(Super Pave Type II, GP 2, & H Lime)	Tons	23200		
8	19mm-(Super Pave, & H Lime)	Tons	2800		
9	Replace Water Valves Riser	Each	54		
10	Replace Sewer Manhole Cone	Each	42		

11	Raise Sewer Manhole	Each	81		
12	5-Inch Yellow Striping (Thermoplastic)	Lf	1400		
13	5-Inch White Striping (Thermoplastic)	Lf	6000		
14	12-Inch Stop Bars (Thermoplastic)	Each	8		
15	Reflective Pavement Markers (RPMs)	Each	100		
16	Golf Cart Crossing (Thermoplastic)	Each	6		
17	Arrows/Symbols (Thermoplastic)	Each	54		
18	Remove & Replace Curb and Gutter	Lf	200		
19	Shoulder Backfill and Stabilization	Yd ³	100		
20	Lump Sum for Catch Basin/Pipe on Fox Fall	Lump	1		
				Total Base Bid=	

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Peachtree City Project Manager as provided in Paragraph 9.07 of the General Conditions. Contractor shall determine an estimate of the quantities and no increase in the quantities so estimated shall be owed by the City unless such are approved, in writing, by the Project Manager prior to the installation or use of such materials or labor.

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. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.

5. Supplementary Conditions.
6. The Project Manual.
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 (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. *List other required attachments (if any), such as documents required by funding or lending agencies: N/A*.
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:

City of Peachtree City _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

151 Willowbend Road _____

Peachtree City, GA 30269 _____

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

END OF SECTION