



ADDENDUM NO. 1

Solicitation No: Invitation To Bid (ITB) No. 2019-00021

Solicitation Title: 2019 LMIG PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:
MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

- This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The ITB Due Date has ~~not~~ changed. The ITB Due Date is 3:00 noon EDT p.m. on Wednesday ~~August 7, 2019~~ **August 14, 2019**.
2. SECTION II INVITATION TO BID notification date has been modified:
DATE: ~~JUNE 12, 2019~~ **JULY 3, 2019**



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

3. SECTION II has been modified:

City of Stockbridge, Georgia 2019 LMIG Program 2

A Mandatory Pre-Bid Conference will be held on Wednesday, ~~July 10, 2019~~ **July 17, 2019** at 10:00 AM at the Stockbridge City Hall, 4640 N. Henry Boulevard, Stockbridge, Georgia 30281. Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at lmiller@cityofstockbridge-ga.gov by 12:00 PM Noon on Wednesday, ~~July 17, 2019~~ **July 24, 2019**, Reference: ITB# 2019-00021 – “2019 LMIG Program”. Sealed Bids will be received by the City of Stockbridge at City Hall, 4640 North Henry Boulevard, Stockbridge, GA 30281 until 3:00 PM local time, Wednesday, ~~August 7, 2019~~ **August 14, 2019**, and then publicly opened and read aloud.

4. SECTION III Bid Form date has been revised: ~~August 7, 2019~~ **August 14, 2019** - 3:00 PM

5. The “Invitation To Bid” sheet has been revised. Please delete the previous ~~“Invitation To Bid” sheets on page 15 and 16 of the bid documents.~~

The “Bid Form” sheets have been revised. Please delete the previous ~~“Bid Form” sheets on page 17 through 26 of the bid documents.~~

The “Bid Bond” sheets have been revised. Please delete the previous ~~“Bid Bond” sheets on page 27 and 28 of the bid documents.~~

The revised **“Invitation To Bid”, “Bid Form”, “Bid Bond”** Addendum No. 1” are attached.

The City of Stockbridge’s website and the State of Georgia Registry is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City’s website in order to obtain complete and timely information. The City’s website is located at <https://www.cityofstockbridge.com/default.aspx>

All other terms, conditions, and specifications of the solicitation remain unchanged.

Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

SECTION II

INVITATION TO BID
REVISED: ADDENDUM NO. 1



CITY OF STOCKBRIDGE, GEORGIA
2019 LMIG PROGRAM
ITB NO: 2019-00021

DATE: JULY 3, 2019

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia’s “2019 LMIG Program” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 4.7 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s ITB# 2019-00021 “2019 LMIG Program” project.

The activity is proposed to be funded or partially funded with Georgia Department of Transportation – Local Maintenance & Improvement Grant (LMIG) funds. Bidders must possess a current GDOT Prequalification Certificate. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

PDF files of the Contract Documents and Technical Specifications may be obtained from the Issuing Office: Falcon Design Consultants, LLC (FDC) at: 235 Corporate Center Drive, Suite 200, Stockbridge, Georgia 30281; Phone No.: 770-389-8666 for a non-refundable cost of \$100 per set. Only bidders obtaining the Contract Documents from FDC, listed on the Plan Holders List, and attend the mandatory Pre-Bid Conference will be allowed to submit a bid for this project. A viewing copy (FOR VIEWING PURPOSES ONLY) of the Contract Documents and Technical Specifications will be available in the City of Stockbridge, City Hall, Purchasing Division at 4640 N. Henry Boulevard, Stockbridge, Georgia 30281.

SECTION II

A **Mandatory Pre-Bid Conference** will be held on **Wednesday, July 17, 2019** at **10:00 AM** at the Stockbridge City Hall, 4640 N. Henry Boulevard, Stockbridge, Georgia 30281. Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at lmiller@cityofstockbridge-ga.gov by **12:00 PM Noon** on **Wednesday, July 24, 2019**, Reference: ITB# 2019-00021 – “2019 LMIG Program”. Sealed Bids will be received by the City of Stockbridge at City Hall, 4640 North Henry Boulevard, Stockbridge, GA 30281 until **3:00 PM** local time, **Wednesday, August 14, 2019**, and then publicly opened and read aloud.

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier’s check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) days after being notified that he has been awarded the Contract.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III

BID FORM

REVISED: ADDENDUM NO. 1

CITY OF STOCKBRIDGE, GEORGIA

2019 LMIG PROGRAM

ITB NO: 2019-00021



August 14, 2019 - 3:00 PM

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	6

SECTION III

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge, Georgia

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 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:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	JULY 9, 2019
_____	_____
_____	_____

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 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 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

SECTION III

required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D 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.
- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer 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

SECTION III

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 unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION AND TRAFFIC CONTROL	\$_____	\$_____
2.	45,600	L.F.	6’ WIDE EDGE MILLING, 1 ½”-2 ½” DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0”	\$_____	\$_____
3.	2,000	L.F.	ASPHALT JOINT AND CRACK SEALANT INSTALLED INCLUDING CLEANING AND REMOVAL OF VEGETATION	\$_____	\$_____
4.	200	TON	3”-4” RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$_____	\$_____
5.	1,100	TON	1” RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$_____	\$_____
6.	6,600	TON	1.5” RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$_____	\$_____
7.	25	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$_____	\$_____
8.	4,400	GAL	BITUMINOUS TACK COAT	\$_____	\$_____
9.	4	EA.	REPLACEMENT/REPAIR OF TRAFFIC SIGNAL DETECTOR LOOP (COMPLETE INCLUDING SAWCUT, WIRE, SEALANT, ETC.)	\$_____	\$_____

SECTION III

10.	1,500	L.F.	COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING	\$ _____	\$ _____
11.	105	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ _____	\$ _____
12.	1	EA.	ADJUST OVERSIZE AT&T MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ _____	\$ _____
13.	14	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ _____	\$ _____
14.	1	EA.	ADJUST STORMWATER DROP INLET GRATE TO FINISHED GRADE	\$ _____	\$ _____
15.	550	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ _____	\$ _____
16.	150	L.F.	GDOT THERMOPLASTIC 7' WIDE CROSSWALK STRIPING COMPLETE	\$ _____	\$ _____
17.	15,000	L.F.	GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE	\$ _____	\$ _____
18.	8,000	L.F.	GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE	\$ _____	\$ _____
19.	15,000	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ _____	\$ _____
20.	2,000	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ _____	\$ _____
21.	1,500	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ _____	\$ _____
22.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE R/R "X-ING" SYMBOL	\$ _____	\$ _____
23.	4	EA.	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ _____	\$ _____
24.	4	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ _____	\$ _____

SECTION III

25.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$_____	\$_____
26.	3	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE RECYCLED SOLID RUBBER SPEED BUMP (BLACK/YELLOW) AND END CAPS INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FULL WIDTH OF ROADWAY	\$_____	\$_____
27.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

_____ Dollars

In Numbers: \$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **75** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run.

SECTION III

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. Required Bid security;
- B. List of Proposed Subcontractors (if known);
- C. List of Proposed Suppliers (if known);
- D. List of 5 Project References;
- E. Contractor’s License No.;
- F. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
- G. GDOT Prequalification Certificate;
- H. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- I. Contractor Affidavit and Agreement;
- J. Subcontractor Affidavit and Agreement (if known);

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

SECTION III

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 _____ 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: _____

SECTION III

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. _____.

SECTION IV

BID BOND
REVISED: ADDENDUM NO. 1

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date: AUGUST 14, 2019

Description (*Project Name and Include Location*):

CITY OF STOCKBRIDGE – 2019 LMIG PROGRAM

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.