

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB 2024-010

TUCKER TOWN GREEN CONSTRUCTION

Upon receipt, please print and add to your proposal.

I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

SIGNATURE DATE

ITB 2024-010 ADDENDUM #1

This addendum contains the following:

1. Revised Bid Manual – Changes are highlighted
 - a. Revised Bid Schedule

BID ACTIVITY SCHEDULE Revised 05.31.24	
Bid Issued	May 21, 2024
Deadline for Questions for Pre-Bid Conference	May 28, 2024 at 2:00pm (EST)
Pre-Bid Conference (Mandatory)	May 30, 2024 at 2:00pm (EST)
Deadline for Questions	June 11, 2024, at 2:00 p.m. (EST)
Responses to Questions Posted (Addenda)	June 14, 2024
Bid Deadline	July 3, 2024 at 2:00 P.M. (EST)
Award at Council Meeting (Tentative)	July 22, 2024 (Tentative)
Completion from Notice to Proceed	330 Days

- b. Revised Cost Proposal Exhibit B

COST PROPOSAL EXHIBIT B

1. Base Bid:

Furnish all labor, materials, equipment, and incidentals necessary for the construction, and placing into operation of the Tucker Town Green, all in accordance with the drawings and specifications and not included in items 1 through 5 in Exhibit C for the lump sum amount shown below.

Lump Sum: \$ _____ (Figures)

2. Cash Allowances if Approved by City:

Contingency Allowance Up to 6%

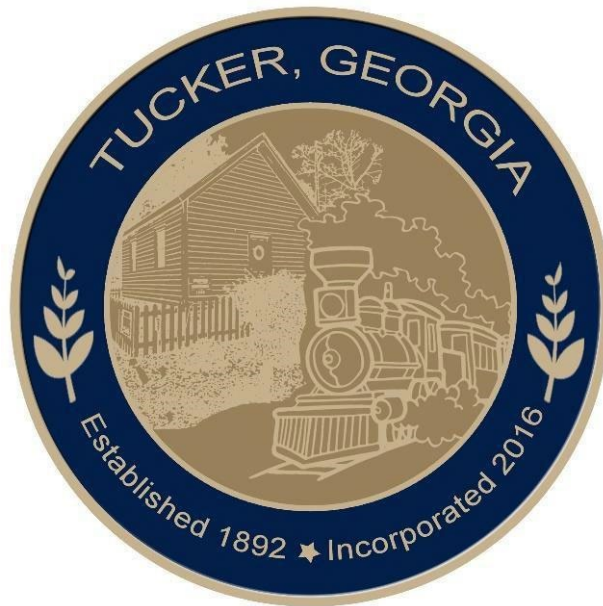
Contingency Sum: \$ _____ (Figures)

2. Geotechnical Report and Addendum to Geotechnical Report
 - a. Both reports are separate documents

City of Tucker

Invitation to Bid
ITB # 2024 – 010

TOWN GREEN CONSTRUCTION



BID MANUAL **REVISED 05/31/24**

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

ITB #2024-010 TOWN GREEN CONSTRUCTION

CITY OF TUCKER INVITATION TO BID ITB #2024-010 TOWN GREEN CONSTRUCTION

INVITATION: The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Town Green. The general scope of work for this two-acre town center park includes earthwork, utilities, below-ground detention, hardscape for flatwork and walls, roadwork with parking, restroom building, custom pavilion, fountains, landscape features, site furnishings, plant material and irrigation. Bids will be accepted until the date and time listed below and will be awarded to the lowest responsible and responsive bidder. The City reserves the right to negotiate with the lowest responsible and responsive bidder as provided for in O.C.G.A. § 36-91-21. Addenda and updates to this bid manual will be posted on the City of Tucker website www.tuckerga.gov/bids or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE Revised 05.31.24	
Bid Issued	May 21, 2024
Deadline for Questions for Pre-Bid Conference	May 28, 2024 at 2:00pm (EST)
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SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov. Reference Bid #2024-010

PRE-BID CONFERENCE: A mandatory pre-bid conference is scheduled for Thursday, May 30, 2024 at 2:00pm EST. Attendees will meet at Tucker City Annex located at 4228 First Avenue, Tucker, GA. A walk to the nearby site visit will follow the office meeting.

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website. The signed acknowledgement issued with each addendum must be submitted with the bid. It is the vendors responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Submit an electronic copy of the full bid to procurement@tuckerga.gov no later than July 3rd at 2:00 P.M. Be sure to name the proposal file with ITB #2024-010 and your company name.

BID OPENING: All bids received prior to the deadline will be opened publicly at 2:00om EST at Tucker City all located at 1975 Lakeside Parkway, Suire 350, Tucker GA. Preliminary Bid results will be posted on the City's website, www.tuckerga.gov/bids, following the opening of bids.

ITB #2024-010 TOWN GREEN CONSTRUCTION

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal/Bid Form (Exhibits B & C)
2. W-9 Form (Provided)
3. Certificate of Insurance
4. Contractor Affidavit (Provided)
5. Subcontractor Affidavit for each Proposed Subcontractor (Provided)
6. Proposed List of Subcontractors
7. Bid Bond Form (Provided)
8. Contact Form (Provided)
9. Related Experience and References (Provided)
10. Acknowledgement of Addendum issued with each Addendum.

Responses must be received by the date and time specified. (Addenda will show any schedule updates). Late receipt of bids will not be considered regardless of email issues. Proposals received after the opening time will be filed unopened. The City of Tucker reserves the right to reject any and all proposals or any part, to waive any formalities or informalities to make an award and to re-advertise in the best interest of the City. No proposals received orally/phone.

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Tucker Town Green. The improvements generally consist of demolition of existing structures and parking lots, moderate earthwork and clearing and grubbing, construction of new custom pavilion, restroom building (including electrical, water and sanitary sewer connections), water features, stormwater features and infrastructure including underground detention, sanitary sewer infrastructure, sidewalks, specialty paving, lighting, landscape areas, compactor enclosure, on-street parking and road improvements.

The complete scope, plans, and other relevant information for ITB 2024-010 is available for download on the City of Tucker website: www.tuckerga.gov/bids _or request via email to procurement@tuckerga.gov .

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- DeKalb County Department of Watershed Management Design & Construction Standards Manual
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines; and
- MUTCD Guidelines

ITB #2024-010 TOWN GREEN CONSTRUCTION

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a lump sum bid. Progress payments will be made based on a percentage of actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City and/or designated representatives will inspect the work as it progresses.

Progress Payments shall be made in arrears upon review of satisfactory completion of work.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 330 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The portion of Railroad Avenue adjacent to the project site will be closed full time during the course of construction. Other lane closures as needed are limited to the hours of 9:00AM to 4:00PM with 48-hour prior notice required for city approval. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City and/or designated representatives shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at contractor's expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list items) that is not completed within 330 days of Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 45 calendar days.

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The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule prior to or at each preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m to the City or its designee**, detailing scheduled activities for the following week.

All submittals are to be provided to the City or its designee by the Contractor prior to commencing any work.

UTILITY COORDINATION

The City of Tucker is coordinating with Georgia Power to relocate existing overhead powerlines to underground. Most of this work is located in the Railroad Avenue right-of-way, and a portion of the work traverses the middle of the project site from Railroad Avenue to the north property line. It is anticipated that this work will be completed prior to the start of the Town Green construction, however a portion of the work may be still underway following notice to proceed for the Town Green. Updates will be provided to the bidders as available during the bidding phase of the Town Green. Contractor may be required to designate a Worksite Utility Coordination Supervisor as noted in Supplemental Specification, Section 107.21 (attached).

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

RIGHT OF WAY AND EASEMENTS

This project does not require any Right of Ways or Easements that have not been previously coordinated by the City. The project is adjacent to CSX right-of-way in which one minor stormwater structure will need routine maintenance. The Temporary Right of Entry Agreement, included in these documents, will need to be executed prior to entry into the CSX right-of-way for the required scope of work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

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The contractor shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.
2. Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a lump sum bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain scope of work items at its discretion. The Contractor will be entitled to any adjustment of pricing or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place work completed and accepted. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed herein shall be considered "incidental work" and included in the bid prices.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, trees, monuments, roadway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted to grade by the contractor.

CLEANUP

All clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish clean-up within an acceptable period of time. Construction debris shall be removed

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from publicly accessible gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

Contractor to call 811 for utility locates. Minor field adjustments may be necessary or directed by the City.

SUBCONTRACTOR

Any contractor utilizing a subcontractor must submit a proposed list of subcontractors and a Subcontractor Affidavit (attached).

EXHIBIT A

SCOPE OF WORK

The Bidder agrees to furnish all labor, materials, equipment, and incidentals necessary for the construction, testing, and placing into operation of the Tucker Town Green, all in accordance with the drawings and specifications.

EXHIBIT B

BIDDER’S REPRESENTATIONS

1. Bidder has examined and carefully studied the Bidding Documents, the 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>
_____	_____
_____	_____
_____	_____
_____	_____

2. 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.
3. Bidder 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.
4. Bidder has carefully studied all: (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

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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."

5. 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 required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
6. 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.
7. 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.
8. 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.
9. 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.
10. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

COST PROPOSAL EXHIBIT B

1. Base Bid:

Furnish all labor, materials, equipment, and incidentals necessary for the construction, and placing into operation of the Tucker Town Green, all in accordance with the drawings and specifications and not included in items 1 through 5 in Exhibit C for the lump sum amount shown below.

Lump Sum: \$ _____ (Figures)

2. Cash Allowances if Approved by City:

Contingency Allowance Up to 6%

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Contingency Sum: \$ _____ (Figures)

BID TOTAL, ITEMS 1 THROUGH 2, INCLUSIVE, THE AMOUNT OF:

\$ _____ (Figures)

(Words)

EXHIBIT C

ADDITIVE ALTERNATES

ADDITIVE ALTERNATE NO. 1 SHADE SAILS: \$ _____ (Figures)

(Words)

Alternate No. 1 - shade sails shall include all work and materials associated with the above ground improvements for the shade sails structures, including, but not limited to support posts, sails, hardware & fasteners, and lighting. (shade sail foundations and electrical conduit shall be included in the base bid)

ADDITIVE ALTERNATE NO. 2 BENCH SWINGS: \$ _____ (Figures)

(Words)

Alternate No. 2 - Bench swings shall include all work and materials associated with the arbor/trellis support structures, bench swings, and paving shown in details.

ADDITIVE ALTERNATE NO. 3 CLIMBING MOUND: \$ _____ (Figures)

(Words)

Alternate No. 3 - Climbing mound shall include all work and materials associated with the climbing mound construction, including but not limited to the mound surface, synthetic turf & base, concrete curb/edge, concrete slide and climbing ropes.

ADDITIVE ALTERNATE NO. 4 MOGUL AREA: \$ _____ (Figures)

(Words)

Alternate No. 4 - Mogul area shall include all work and materials associated with the construction and installation of the mogul area, including, but not limited to the mogul structure, synthetic turf & base, concrete curb / edging, and concrete benches.

ADDITIVE ALTERNATE NO. 5 SECOND STREET ENTRANCE @ NORTHWEST CORNER:

\$ _____ (Figures)

(Words)

Alternate No. 5 – Second Street entrance shall include all work and materials associated with the

ITB #2024-010 TOWN GREEN CONSTRUCTION

construction and installation of the 2nd Street pedestrian plaza and stairway access, including, but not limited to paving, retaining walls, handrails/guardrails, and concrete stairs.

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the City’s minimum scope requirements.

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the quoted price, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

CONTACT’S PHONE NUMBER _____

CONTACT’S EMAIL ADDRESS _____