

**2024 LMIG Mill, Patch & Resurface Program
on various streets within the City of Duluth**

Instructions to Bidders



City of Duluth

3167 Main Street

Duluth, Georgia 30096

Advertisement for Bids

2024 LMIG Mill, Patch and Resurface Program on various streets within the City of Duluth

The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform asphaltic concrete milling, deep patching (as directed), excavation of unsuitable material as needed, replacement, grading, compaction of grade aggregate base course as needed, patching or other structures, and installation or replacement of thermoplastic striping as directed, traffic control, erosion control and dust control on various streets within the City limits of Duluth. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.

The contract will include multiple road projects for milling, patching and resurfacing. A proposed **BASE** project list as well as a proposed **Alternate** (additional list of projects) is included in the full Invitation to Bid available at www.duluthga.net under the heading "Notices and RFP's".

All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, until **1:45 P.M. local time on Monday, April 22, 2024. Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on **Monday, April 22, 2024 at 2:00 P.M.** on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:

City of Duluth

Bid – 2024 LMIG Mill, Patch and Resurface Program on Various Roads within City of Duluth

Date and Hour of Bid Opening

Company Name

Winning contractor will be required to provide an Eighteen month (18) warranty on all work completed.

Pre-Bid Conference will be held at City of Duluth Public Works Facility – 2450 Main Street in Duluth, Georgia 30096, on Thursday, April 4, 2024 at 10:00 A.M. Use Darby Way, Duluth, Georgia 30096 in your map software, we will meet in the parking area near Darby Way.

Full Invitation to Bid is available on the City of Duluth website, www.duluthga.net under the heading "Notices and RFP's"

Full Invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.

Bid will be awarded based upon Base Bid.

Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.

Deadline for questions is **Monday, April 15, 2024 at 5 P.M.** Submit all questions to Adam Shelton, PE, of Keck & Wood at bidquestions@keckwood.com No phone calls will be accepted.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is ninety (90) calendar days from the date of the "Notice to Proceed".

All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than \$5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**

Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.

The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.

Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**

Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change.

General Information and Invitation to Bid
2024 LMIG Mill, Patch and Resurface Program on various streets within the
City of Duluth, Georgia

This is an invitation to submit a bid or proposal to supply the City of Duluth (hereinafter referred to as the "OWNER") with equipment, supplies and or/services as indicated herein. **Sealed Bids will be received no later than 1:45 P.M. local time at the Office of the City Clerk in the Duluth City Hall, 3167 Main Street, Duluth, Georgia 30096 on Monday, April 22, 2024. Bids received after the stated time will not be accepted.** Proposals will be opened publicly and read aloud on **Monday, April 22, 2024 at 2:00 P.M. local time** on the second floor of Duluth City Hall, 3167 Main Street, Duluth, GA 30096, in the Executive Conference Room. All proposals become the property of the City of Duluth.

The work shall consist of furnishing all materials, labor and equipment for:

2024 LMIG Mill, Patch and Resurface Program on Various Streets within the City of
Duluth, Georgia

Instructions for preparation and submission of a bid or proposal are contained in this Invitation to Bid/Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be printed in ink.

All work performed under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems 2021 Edition (hereinafter sometimes referred to as GDOT Specifications) and subsequent Supplemental Specifications modifying them, special provisions included in and made a part of this proposal and apply to this contract.

All proposals shall be accompanied by a Bid Bond in favor of the City, in the amount of five percent (5%) of the bid for the complete work, but not less than five thousand dollars (\$5,000); such Bid Bond representing that the Bidder, if awarded a contract, shall promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**

Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.

The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.

Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**

Winning contractor will be required to provide an 18 (eighteen) month warranty on all work performed.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document each approved change.

Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.

The work shall be completed within **90 (ninety) Calendar Days**.

Total Bid Price (Unit Price): This work shall consist of furnishing all materials, labor, tools, equipment and all other miscellaneous and/or necessary items for the asphaltic concrete milling, deep patching as directed, excavation of unsuitable materials as needed, replacement and grading of grade aggregate base course, patching, asphaltic concrete resurfacing, concrete curb replacement as directed and backfill with like materials (e.g., sod) after replacement, shoulder stabilization as needed (including grassing), adjustment of manholes, water valves or other structures, installation or replacement of thermoplastic striping, traffic control, erosion control and dust control on various streets within the City of Duluth.

Alternate: Unit price for each item listed as well as Lump Sum for each project/street. Materials, labor, tools equipment and all other miscellaneous and/or necessary items for the asphaltic concrete milling, deep patching as directed, excavation of unsuitable materials as needed, replacement and grading of grade aggregate base course, patching, asphaltic concrete resurfacing, concrete curb replacement as directed and backfill with like materials (e.g. sod), shoulder stabilization as needed (including grassing), adjustment of manholes, water valves or other structures, installation or replacement of thermoplastic striping, traffic control, erosion, control and dust control on various streets within the City of Duluth.

All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.

Excluding the areas specifically noted in the contract, Contractor shall ensure the final product matches the existing condition for elevations, geometry, and drainage. A change in drainage is not acceptable as it may cause unintended flooding to nearby properties. For those areas called out in the contract, Contractor shall adjust the grades and elevations to prevent ponding and encourage positive drainage.

Prior to starting work, Contractor shall meet with City Public Works staff to locate the areas of concern and field mark which areas of ponding need to be corrected.

Where the City provides forms for bid schedule or pricing, these forms must be used without exception. No conditional proposals will be acceptable.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

Questions regarding Bidding Documents, Drawings and Specifications should be directed to Adam Shelton, PE at bidquestions@keckwood.com no later than 5:00 P.M. on Thursday, April 15, 2024. No phone calls will be accepted.

A Contract in substantially the form as attached at Exhibit A will be required from the winning bidder.

The City of Duluth does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City should be directed to Teresa Lynn, City Clerk, City of Duluth 770-476-3434.

Bid (page 1 of 2)

In compliance with your Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Duluth to provide the necessary machinery, tools, apparatus and other means of construction and all materials and labor specified in the Contract, or called for by the drawings, or necessary to complete the work in the manner therein specified within the time specified, as therein set forth, for:

2024 LMIG Mill, Patch and Resurface Program on Various Streets within the City of Duluth

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, Instructions to Bidders and other documents hereto attached and has made a personal examination of the site of the proposed work and has satisfied himself as to the actual conditions and requirements of the work and hereby proposes and agrees that if his proposal is accepted, he will contract with the City in full conformance with the Contract Documents.

All work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems 2021 Edition (hereinafter sometimes referred to as GDOT Specifications) and subsequent Supplemental Specifications modifying them, special provisions included in and made a part of this proposal and apply to this contract.

The quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the City Engineer through an inspection of the work completed.

It is the intent of this proposal to include all items of construction and all work indicated on the drawings and called for in the specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached schedule of items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials, services provided or expenses incurred, which are not specifically delineated in the Contract Document but which are incidental to the scope and intent of the Contract, shall be deemed to have been included in the prices quoted.

The Bidder further proposes and agrees hereby to promptly commence the work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete the work within ninety (90) calendar days. The bidder also agrees that liquidated damages may be assessed in accordance with the Contract.

Attached hereto is an executed Bid Bond or Certified/Cashier's Check drawn on the bank of

_____, City _____
State _____

In the amount of five percent (5%) of the total amount of bid, but not less than \$5,000, according to the conditions in the Instructions to Bidders.

If this bid shall be accepted by the City of Duluth and the undersigned shall fail to executed a satisfactory Contract in the form of said proposed contract and give satisfactory Performance and Payment Bonds or furnish satisfactory carriage of insurance required, as stated in the Instructions to Bidders, attached hereto, within ten (10) days from the date of Notice of Award of the contract, then the City , may, at its option determine that the undersigned abandoned the contract and thereupon this bid shall be null and void and the sum stated in the attached Bid Bond or Certified/Cashier's Check shall be forfeited to the City of Duluth, not as a penalty, but as liquidated damages.

Bidder further declares that the full name and resident address of all persons or parties interest in the foregoing bid as principals are as follows:

Company Name _____

Authorized Representative's
Signature _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said bid in behalf of the Contractor, was then (Title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____.

_____(seal)
Signature

OCCUPATIONAL TAX CERTIFICATE

OCCUPATIONAL TAX CERTIFICATE

Vendors/Contractors are required to submit a copy of the appropriate Occupational Tax Certification/Business License.

If Vendor/Contractor business is located within the incorporated boundary of the City of Duluth, please state "yes" here _____.

ACKNOWLEDGEMENT OF ADDENDUM

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NUMBERS:

The undersigned bidder certifies that he/she has received the above listed and marked documents and that failure to acknowledge receipt of any or all addendum, may be cause for rejection of bid.

By: _____ Date: _____

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CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the City of Duluth is registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent Date (Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires _____

*As of the effective date of O.C.G.A 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

DRUG-FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE "DRUG-FREE WORKPLACE", HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to the City of Duluth that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as _____ (Project) pursuant to paragraph seven (7) of subsection B of Code Section 50-24-3. Also the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td> </tr> </table>	Social security number																				or										Employer identification number																			
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CHECKLIST FOR BIDDERS

The following documents are required to be included with your bid.

- 1. Two copies of the entire Invitation to Bid/Instructions to Bidders Package, including all Addendum(s) issued.
Plans, typical sections, pavement assessments are NOT required to be included.**
- 2. Bid Bond/Certified/Cashiers Check in the amount of five percent (5%) of the entire bid, but not less than \$5,000.**
- 3. All bid schedules/pricing sheets completed and signed.**
- 4. Copy of Georgia Department of Transportation Company Certificate of Qualification**
- 5. Project listing with minimum of 5 years verifiable experience.**
- 6. Signed Corporate Certificate.**
- 7. Copy of Occupational Tax Certificate**
- 8. Signature page acknowledging receipt of any and all addendum.**
- 9. Signed and notarized Contractor Affidavit and Agreement.**
- 10. Signed Drug Free Workplace form**
- 11. Completed and signed W-9 form.**

Base Project List & General Notes

A City street map is available on the City of Duluth website at

www.duluthga.net under

Departments/Planning & Development/Maps & GIS/Street Map

EVERY EFFORT HAS BEEN MADE TO PROVIDE ALL INFORMATION RELATED TO THE WORK REQUIRED, HOWEVER, NO BID CAN COVER EVERY DETAIL. SOME ADJUSTMENTS SHOULD BE EXPECTED.

Asphaltic concrete milling, deep patching, excavation of unsuitable material as needed, installation and compaction of grade aggregate base course as needed, patching, resurfacing, or other structures, and installation or replacement of thermoplastic striping as directed, traffic control, erosion control and dust control.

****NOTE: THE CITY RESERVES THE RIGHT TO ADJUST THE DEPTH OF MILLING AND PATCHING, TO ADD TO OR REDUCE THE AMOUNT OF PATCHING. CONTRACTOR WILL BE PAID AT UNIT RATE FOR ANY ADDITIONAL WORK REQUESTED. ALL PATCHES ARE REQUIRED TO BE 4-6" MINIMUM BELOW THE MILLED SURFACE. EXCAVATION OF UNSUITABLE MATERIAL AND PLACEMENT OF GAB SHOULD BE EXPECTED.**

ALL MILLED AREAS MUST BE COVERED WITHIN 7 (SEVEN) DAYS.

TACK COAT IS CONSIDERED INCIDENTAL TO THE WORK AND SHALL BE INCLUDED IN OVERALL PRICING.

Excluding the areas specifically noted in the contract, Contractor shall ensure the final product matches the existing condition for elevations, geometry and drainage. A change in drainage is not acceptable as it may cause unintended flooding to nearby properties. For those areas called out in the contract, Contractor shall adjust the grades and elevations to prevent ponding and encourage positive drainage.

BASE PROJECT LIST

Mill, Patch (as required) and Resurface

Albion Farm Way

Barnwood Crossing

Chattahoochee Trace (from Albion Farm Rd to PIB)

Deep Mill, Patch (as required) and Resurface

Roundfield Cir. NW

Mill Run Dr.

River Shoals Ct.

Alternate

Ennfield Lane

Olde Town Pkwy (Rogers Bridge Rd to Glen Vista Ct)

**CITY OF DULUTH BID SCHEDULE
2024 LMIG MILL, PATCH AND RESURFACE PROJECT – BASE STREET LIST**

****NOTE –TACK COAT IS INCIDENTAL TO THE PROJECT
AND SHALL BE INCLUDED IN OVERALL PRICING**

(page 1)

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT COST	TOTAL COST
Overall Project					
150-1000	TRAFFIC CONTROL	1	LS		
611-8050	ADJUST MANHOLE TO GRADE	15	EA		
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	125	LF		
652-2502	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	70	LF		
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	100	LF		
Albion Farm Way					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	350	TN		
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4100	SY		
Barnwood Crossing					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	360	TN		
432-5010	MILL ASPH CONCRETE PVMT,	4200	SY		

	1.5"				
Chattahoochee Trace (from Albion Farm Road to PIB)					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	330	TN		
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3900	SY		
Roundfield Circle NW					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	335	TN		
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	450	TN		
432-5010	MILL ASPH CONCRETE PVMT, 3.5"	3900	SY		
Mill Run Drive					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	155	TN		

402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	210	TN		
432-5010	MILL ASPH CONCRETE PVMT, 3.5"	1850	SY		
River Shoals Court					
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN		
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	175	TN		
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	235	TN		
432-5010	MILL ASPH CONCRETE PVMT, 3.5"	2200	SY		
				TOTAL:	

**CITY OF DULUTH BID SCHEDULE
2024 LMIG MILL, PATCH AND RESURFACE PROJECT – BASE STREET LIST**

(page 2)

TOTAL COST: (in words) _____

Bidder: _____

By: _____
(Printed Name and Title)

Signature: _____ **Date:** _____

ALTERNATE PROJECT LIST

A City street map is available on the City of Duluth website at www.duluthga.net under Departments/Planning & Development/Maps & GIS/Street Map

EVERY EFFORT HAS BEEN MADE TO PROVIDE ALL INFORMATION RELATED TO THE WORK REQUIRED, HOWEVER, NO BID CAN COVER EVERY DETAIL. SOME ADJUSTMENTS SHOULD BE EXPECTED.

Asphaltic concrete milling, deep patching, excavation of unsuitable material as needed, installation and compaction of grade aggregate base course as needed, patching, resurfacing, or other structures, and installation or replacement of thermoplastic striping as directed, traffic control, erosion control and dust control.

****NOTE: THE CITY RESERVES THE RIGHT TO ADJUST THE DEPTH OF MILLING AND PATCHING, TO ADD TO OR REDUCE THE AMOUNT OF PATCHING AND ADD TO OR REDUCE THE AMOUNT OF CURB REPLACEMENT. CONTRACTOR WILL BE PAID AT UNIT RATE FOR ANY ADDITIONAL WORK REQUESTED. ALL PATCHES ARE REQUIRED TO BE A MINIMUM OF 4" BELOW THE MILLED SURFACE. EXCAVATION OF UNSUITABLE MATERIAL AND PLACEMENT OF GAB SHOULD BE EXPECTED.**

ALL MILLED AREAS MUST BE COVERED WITHIN SEVEN (7) DAYS

TACK IS INCIDENTAL TO THE PROJECT AND SHALL BE INCLUDED IN OVERALL PRICING.

NOTE: ALL ALTERNATE PROJECTS ARE TO BE PRICED SEPARATELY UNLESS OTHERWISE NOTED.

**BID SCHEDULES ARE INCLUDED FOR EACH PROJECT/STREET.
ALL MILLED AREAS MUST BE COVERED WITHIN SEVEN (7) DAYS**

Mill, Patch (as needed), Resurface

Ennfield Lane

Olde Town Pkwy – from Rodgers Bridge Road to Glen Vista Court

**CITY OF DULUTH BID SCHEDULE
2024 LMIG MILL, PATCH AND RESURFACE PROJECT – ALTERNATE PROJECT
IF AWARDED BOTH STREETS WILL BE COMPLETED AT SAME TIME**

****NOTE –TACK COAT IS INCIDENTAL TO THE PROJECT
AND SHALL BE INCLUDED IN OVERALL PRICING**

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT COST	TOTAL COST
Overall Project					
150-1000	TRAFFIC CONTROL	1	LS		
611-8050	ADJUST MANHOLE TO GRADE	35	EA		
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	30	LF		
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	50	LF		
Ennfield Lane					
402-1812	RECYCLED ASPH CONC. PATCHING, MINIMUM 4", INCL. BITUMINOUS MATL & H LIME;	55	TN		
402-3103	RECYCLED ASPH CONC., 9.5mm SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME;	1040	TN		
432-5010	MILL ASPH CONC. PVMT, VARIABLE DEPTH	13000	SY		
Olde Town Parkway (Rogers Bridge Road to Glen Vista Court)					
402-1812	RECYCLED ASPH CONC. PATCHING, MINIMUM 4", INCL. BITUMINOUS MATL & H LIME;	5	TN		
402-3103	RECYCLED ASPH CONC., 9.5mm SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME;	50	TN		
432-5010	MILL ASPH CONC. PVMT, VARIABLE DEPTH	600	SY		
				TOTAL:	

TOTAL COST: (in words) _____

Bidder: _____

By: _____

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2021 Edition, and any Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

Modification of Standard Specifications:

SECTION 101-DEFINITIONS AND TERMS

Section 101.14 Commissioner

Delete as written and substitute the following:

“The City of Duluth”

Section 101.22 Department

Delete as written and substitute the following:

“The City of Duluth”

Section 101.24 Engineer

Delete as written and substitute the following:

“The City of Duluth City Engineer and/or Public Works Director, acting directly or through a duly authorized representative”

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 Prequalification of Bidders

Delete in its entirety and substitute the following:

“Bids will be considered only from experience and well equipped Contractors engaged in work of this type and magnitude. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Contractor must be listed on the current Georgia Department of Transportation Pre-Qualified Contractors list and must provide a copy of Company Certificate of Qualification in the bid package. Bidder should provide a minimum of 5 years of verifiable years of experience (project listing) in road patching, and resurfacing. Project listing shall include project name, location, dates and owner’s representative with current contact information, including phone number and address.”

Section 102.05 Examinations of Plans, Specifications, Special Provisions and Site of the Work

Add the following:

“The City will not be responsible for Bidder’s errors or misjudgment, nor for any information on local conditions or general laws or regulations.

At the time of the opening of the bids, each Bidder will be presumed to have inspected the site(s) and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any forms, instruments or documents shall in no way relieve any Bidder from any obligation in respect to his Bid.”

Section 102.07 Rejection of Proposals

Add the following subparagraphs:

“K. The City reserves the right of reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest responsive and responsible bidder, and in arriving at this decision, full consideration will be given to the reputation of the bidder, his financial responsibility, and work of this type successfully completed.

L. The City also reserves the right of reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Duluth, Georgia.

Section 102.08 Proposal Guaranty

Substitute the following for the first sentence:

"No bid will be considered unless it is accompanied by a certified check or acceptable bid bond in the amount of five percent (5%) of the total amount of bid, but not less than \$5,000 (five thousand dollars), and made payable to the City of Duluth, Georgia.

Section 102.09 Delivery of Proposals

Delete in its entirety and substitute the following:

Two complete copies of the entire Instructions to Bidders/Invitation to Bid package must be submitted with the bid, including all Addendum(s). Plans, typical sections or assessments are not required to be included. A checklist of required documents is included in this package. Bidder should ensure he/she returns all items listed. Failure to provide full documentation could result in the omission of pertinent documents and the rejection of the apparent low bid."

Bids should be submitted in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

City of Duluth, Office of the City Clerk

Bid – 2024 LMIG Mill, Patch and Resurface Program

Date and Hour of Bid Opening

Company Name

Section 102.11 Public Bid

Delete in its entirety and substitute the following:

Bid results are posted on the City of Duluth website at www.duluthga.net and the State Procurement Registry website after contract award is complete.

Add Section 102.19 Addenda and Interpretation

"No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for any such interpretation should be in writing addressed to the Adam Shelton of Keck and Wood Civil Engineers at bidquestions@keckwood.com And to be given consideration, such requests must be received by **Monday, April 15, 2024 at 5:00 P.M. local time.** No phone calls.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be posted on the City's website, www.duluthga.net, and the Georgia State Procurement Registry website. All addenda so issued shall become part of the contract documents"

SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103.05 Requirements of Performance and Payment Bonds

Delete in its entirety and substitute the following:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish the following bonds:

Performance Bond – amount of Bond shall be equal to one hundred percent (100%) of the contract amount.

Payment Labor & Materials Bonds – amount of Bond shall be equal to one hundred ten percent (110%) of the contract amount.

Insurance and Bonding Companies must meet the following requirements:

Licensed to do business in the State of Georgia;

Licensed to do business by the Georgia Secretary of State;

Authorized to do business in Georgia by the Office of the Georgia Insurance Commissioner;

Insurance and Bonding Company must have an A.M Best rating of A-5 or higher.

Section 103.06 Execution and Approval of Contract

Delete in its entirety and substitute the following:

The Contract shall be signed by the successful bidder and returned within 10 calendar days after the Notice of Award of the Contract. If the Contract is not executed within 45 days following receipt from the Bidder of the signed Contract, unless a longer period is specified in the Proposal or the successful Bidder agrees in writing to a longer period, the Bidder shall have the right to withdraw his Bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties.

Prior to the execution of the Contract and at all times that the Contract is in force, the contractor must obtain, maintain and furnish the City of Duluth, Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City. Such insurance must cover the following:

A. Statutory Workers Compensation:

Employers Liability:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

B. Comprehensive General Liability Insurance:

\$1,000,000 limit of liability per occurrence for bodily injury and property damage

Owner's and Contractor's protective

Blanket contractual liability

Blanket "X", "C" and "U"

Products/Completed Operations Insurance

Broad form property damage

Personal Injury Coverage

Fire Legal Liability

Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.

C. Automobile Liability:

\$500,000 limit of liability per occurrence for bodily injury and property damage

Comprehensive form covering all owned, non-owned, leased, hired and borrowed vehicles

Additional Insured Endorsement

Contractual Liability

D. Umbrella Liability Insurance

Minimum \$1,000,000 limit of liability

Coverage at least as broad a primary coverage as outlined under items A, B, & C above.

E. The City of Duluth should be shown as an additional insured on General Liability, Automobile Liability and Umbrella Liability policies.

F. The Contractors and Subcontractors Public Liability and Property Damage insurance shall provide adequate protection against the following Special Hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present.

G. All of the above policies shall be endorsed to provide for ten days notice for nonpayment and 30 days notice of cancellation, non-renewal or material changes in coverages.

H. Certificate Holder should read: City of Duluth, 3167 Main Street, Duluth, Georgia 30096.

I. Insurance Company must have an A.M. Best rating of A-5 or higher.

J. Insurance company must be licensed to do business by the Georgia Secretary of State.

K. Insurance company must be licensed to do business by the Office of the Georgia Insurance Commissioner.

L. Certificates of Insurance and any subsequent renewals, must reference specific bid/contract by name.

M. The Contractor shall agree to provide complete certified copies of insurance policy(ies) if requested by the City to verify the compliance with these insurance requirements.

- N. All insurance coverage's required to be provided by the Contractor will be primary over any insurance program carried by the City.
- O. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such insurance shall be procured and maintained by Contractor at Contractor's expense.
- P. No Contractor or Subcontractor shall commence work of any kind under this contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- Q. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, it's officers, officials, employees and volunteers from losses arising from work performed by the Contractor for the City.

Section 103.07 Failure to Execute Contract
Delete in its entirety and substitute the following:

"Failure or refusal to execute the Contract, Contract Performance Bond, Payment Bonds or furnish satisfactory proof of insurance coverage required within ten (10) days after the date of Notice of Award of the contract may be just cause for the annulment of the award and for the forfeiture of the guaranty to the City of Duluth, not as a penalty, but a liquidation of damages sustained for such failure or refusal. Failure to progress in a timely manner after beginning may also be just cause for such annulment.

Upon annulment, at the discretion of the City, the award may then be made to the next lowest responsible bidder, re-advertised, re-bid or constructed by City forces. If the City re-advertises the project, the City may, at its discretion, not allow the Bidder who failed or refused to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor, or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in multiple originals."

SECTION 105 CONTROL OF WORK

Section 105.02 Plans and Working Drawings
Delete paragraph one in its entirety and substitute the following:

While every effort will be made to provide correct information, the City does not commit to providing plans and/or specifications with exact details of every line, grade, structure or typical cross sections.

Contractor must fully familiarize himself with the location of the work and request information prior to beginning work.

Add the following after Paragraph two:

If in the process of the Contract, discrepancies arise, the Contractor will be furnished additional instructions as necessary to carry out the work included in the Contract. The additional instructions (if any) thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

Section 105.06 Cooperation with Utilities

Delete paragraph one in its entirety and substitute the following:

Contractor will be responsible for requesting all utility locates as required by Georgia law prior to beginning any work. The GUFPA (Georgia Utility Facility Protection Act) mandates that before starting any mechanized digging or excavation work Georgia 811 (Utilities Protection Center) must be contacted, at least 48 hours, but no more than 10 working days in advance to have the utility lines marked. Any milling, pulverizing or excavation work on the roadways requires that UPC be notified prior to work being performed. If emergencies occur, it is the responsibility of the Contractor to notify the respective utility company immediately and then the City of Duluth.

The City will not notify any utilities or be responsible for locating any utilities.

Section 105.14 Maintenance during Construction

Retain in its entirety, but insert the following after the first paragraph:

"At all times, the Contractor shall perform work as may be required to protect the entire site, including both existing conditions and performed work from damage. Furthermore, the Contractor shall be responsible for all damages to all persons and property due to the non-maintenance of the project site."

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.07 Public Convenience and Safety

Retain as written and add the following:

"Contractor is required to notify residents and businesses adjacent to the roadway within the limits of the project. Contractor shall provide and install signage informing the affected parties of the activities that will be occurring, such sign shall identify the Contractor, provide a phone number that may be called by residents or businesses to find out more about the project. To ensure the notice is timely, signage shall be placed by individual road segment (project site) and shall be posted at least

72 hours prior to beginning construction activities. Informational signage is not required to be post mounted."

"Access to existing streets and drives must be maintained at all times."

Section 107.13 Protection and Restoration of Property and Landscape
Retain subparagraph C and add the following paragraphs:

"All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions"

"Vehicles, trucks and/or other equipment shall not be allowed to turn around in concrete driveways. Concrete Driveways shall not be marked or stained with any chemicals. In the event a driveway or other private drive is marked or damaged by chemicals, it shall be the contractor's responsibility to clean or repair/replace the damaged area to its prior condition."

"Any use of commercial parking areas **must** be coordinated between the Contractor and property owner prior to construction"

Section 107.15 Responsibility for Damage Claims
Add the following paragraph:

"Contractor shall indemnify and hold harmless the City and its agents, employees, successors and assigns from and against all lost, cost, damage, claim suit, and judgment, including attorney's fees, arising out of or resulting from the performance or non-performance of the work. Contractor's duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with Contractor's performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever.

The Contractor's duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The duty of the Contractor to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder."

Section 107.17 Contractors Responsibility for the Work
Retain as written and add the following paragraph:

"In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instruction from the City of Duluth Public Works Director, in a diligent manner. He shall notify the Public Works Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Public Works Director for approval.

Where the Contractor has not taken action but has notified the Public Works Director of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Public Works Director."

Section 107.20 No Waiver of Legal Rights

Retain in its entirety and add the following:

"The Contractor shall guarantee all work accomplished under this contract for a period of eighteen (18) months from the date of final acceptance. This includes work completed under change orders and work completed by sub-contractors. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials as determined by the Engineer. **These defects include slippage, raveling, potholes or other pavement failures due to poor quality, poor workmanship or poor materials, concrete failure and crack seal failure due to poor quality, poor workmanship or poor materials.** The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the eighteen (18) months.

All equipment of whatever nature incorporated into the work covered by this contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the City at the Contractor's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the City.

The Performance Bond shall remain in full force and effect through the guarantee period."

SECTION 108 PROSECUTION AND PROGRESS

Section 108.11 Scheduling

The City requires five (5) working days to process requests to trim trees, shrubs or bushes from the right-of-way to accommodate trucks or equipment.

SECTION 109 MEASUREMENT AND PAYMENT

Add Subsection 109.07.I to read as follows:

A. Retainage

For contracts of \$50,000 and above, retainage on work completed will be withheld by the City as follows:

- a. Retainage will be held at the rate of ten percent (10%) of the value of work completed, invoiced and approved by the Public Works Director. **Final payment of the retainage withheld will not be made until the project has been satisfactorily completed and granted final acceptance by the Public Works Director or their designee, but not sooner than 90 (ninety) days after project completion.**

Section 109.08 Final Payment

Delete in its entirety and substitute the following:

"Upon completion by the Contractor of the Work, including the receipt of any final written submission of the Contractor and the approval thereof by the City Public Works Director, the City will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment. Final payment of retainage withheld will not be made sooner than ninety (90) days after project completion, see Section 107.09.I.A.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the City for work done, materials furnished, costs incurred or otherwise arising out of this Contract Agreement and shall release the City from any and all further claims of whatever nature, whether known or unknown for and on account of said Contract Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No final payment shall be made until the Contractor furnishes to the City a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. This final payment does not in any way affect the eighteen (18) month warranty or relieve the Contractor's obligation under that warranty.

SECTION 150 TRAFFIC CONTROL

Add the following:

150.01 General

Traffic control including, but not limited to: Warning and detour signage, lighted barricades, flaggers and the like, will be required in order to conduct the construction operations in a safe manner. The Contractor shall conform to MUTCD for traffic control. Temporary signs meeting MUTCD standards for Temporary Traffic Control Warning signs may be used. Adequate signage shall be provided to advise motorists and pedestrians that the street is under construction ahead and direct them safely through or around the work zone. All construction signs and devices shall be new or like new condition and meet the latest GDOT requirements. All flaggers must be GDOT certified. Traffic control will include flagging and covering areas along the site area that may present safety issues with pedestrians. The Contractor must

maintain a safe work zone for their employees, pedestrians, vehicular transportation and emergency vehicles. Access to existing streets and driveways must be maintained at all times and is the responsibility of the Contractor. All costs associated with the work shall be included in the Lump Sum Bid Proposal.

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

Work days and hours will be Monday through Friday from 7:30 am until 6:00 pm. No work will be allowed on Saturday or Sunday.

150.09 Measurement

A. Traffic Control

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

Proposed Contract

Exhibit A

STATE OF GEORGIA

CITY OF DULUTH

CONSTRUCTION CONTRACT 2024 LMIG MILL PATCH AND RESURFACE PROGRAM ON
VARIOUS STREETS WITHIN THE CITY OF DULUTH

THIS AGREEMENT is made this _____ day of _____, 2021 between _____ (hereinafter called the "Contractor") and the City of Duluth; 3167 Main Street, Duluth, Georgia 30096 (hereinafter called the "City"). Both parties do mutually agree as follows:

- 1. Scope and Cost:** The Contractor agrees to furnish Contract Documents, labor, supervision, materials, equipment, tools, supplies, disposal and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the Contract Documents, drawings, specifications provided as applicable to the contractor, all of the specific work and services required for the application of an asphalt rejuvenating agent to asphalt concrete surfaces. Costs to provide the above scope of work shall be inclusive of taxes, labor, supervision, disposal, materials, equipment, tools, transportation, and any associated written reports.

The Contractor shall commence the work with adequate force and equipment within ten (10) days from receipt of the Notice to Proceed. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers. This Contract executed in duplicated, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

- 2. Contract Documents:**

2.1 The term "Contract Documents" above includes all portions of the specifications published and/or advertised by the City for purposes of soliciting bids for this project. Including: Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, Contracts, Unit Pricing, Schedules and all documents sent in by Contractor in response thereof such bids including but not limited to, the Contractor's Bid and the Invitation to Bid and Instruction to Bidders. The scope of work

therefore, may not extend beyond these descriptions as set forth without proper adjustments and/or opportunity made available so as to properly compensate the Contractor for any such scope of work.

2.2 Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

3. Project Duration: The duration of the project shall be for a period of not more than Ninety (90) days from the Contractor's receipt of the written notice to proceed and a properly executed agreement by both parties. Both documents of which are part of the official documentation of the said project. Any extension of this time period for rain delays must be agreed upon by both parties and executed by a written change order.

4. Contract Sum and Payments:

4.1 The total contracted amount is _____.

4.2 Payments shall be made for work satisfactorily completed after contractor has submitted a pay request to the City unless the Contractor is in default. Upon the City's satisfaction that the work is being completed in accordance with the Contract Documents, payment for the amount requested less ten percent (10%) retainage as set forth in Section 109 Measurement and Payment, Section 109.07.I of the bid documents attached hereto, will be made promptly.

4.3 Prior to the final payment, Contractor will provide an affidavit showing that its labor, materials and other bills have been paid, along with a full release and/or unconditional lien waivers, in a form satisfactory to Contractor and City.

4.4 Final payment, **not including retainage** shall be made to Contractor not later than fifteen (15) days after receipt of the Contractor's final written requisition for payment and acceptance of the final completed project. Final payment of retainage withheld will be released ninety (90) days after project completion and acceptance.

4.5 The parties agree that in the event the Contractor fails to perform within the specified contract period the Contractor shall pay the City liquidated damages and/or default of contract in accordance with section 108.08 and 108.09 of the Georgia Department of Transportation Standard Specifications, for each calendar day in excess of the contract time until the project is considered substantially complete by the City.

5. Execution of Work:

5.1 The contractor agrees, within ten (10) calendar days after written notification to proceed by city, to commence the contract work in the field, at such points as the City may designate, and to continue diligently in its performance in accordance with the Project Schedule. Time is of the essence of this contract. If contractor is given reasonable time

to perform and fails to do so, any work performed by the City on behalf of the contractor will be charged back as necessary to cover costs for such work.

5.2 Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.

5.3 Contractor shall cooperate with the City and other subcontractors/contractors whose work may interfere with or affect the contractors' work.

5.4 Contractor shall give adequate notices pertaining to its work to the proper authorities and shall secure all necessary licenses and permits to carry on its work; a copy to be provided to City by contractor prior to the start of contract work.

6. Compliance with Immigration Laws & Regulations:

6.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (OCGA 13-10-90 & 13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete the attached affidavits.

6.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to OCGA 13-10-91 (b).

6.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees. It is the contractor's responsibility to submit additional E-verify affidavits on every subcontractor for this project.

6.4 Pursuant to OCGA 50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, attached hereto.

6.5 The failure to abide by the provisions and agreements set forth in this Subsection 7 shall constitute a breach and default of this contract.

7. Insurance: Contractor agrees to provide insurance and make available upon request by the City, evidence of such insurance, in the amounts specified and set forth in Section 103.06 Execution and Approval of Contract, of the Invitation to Bid/Proposal attached hereto.

8. Performance and Payment Bond:

- 8.1 The Contractor agrees to provide Performance and Payment Bonds as specified and set forth in Section 103.05 Requirements of Performance and Payment Bonds, of the Invitation to Bid/Proposal attached hereto. The parties further mutually agree that if at any time after the execution of this contract and the surety bonds attached hereto for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at no additional expense to the City, within five days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City.
- 8.2 The Contractor shall deliver the bonds to the City at the time this contract is executed. The failure to provide the Bond documents shall result in a default of this contract.

9. Inspection and Approvals:

- 9.1 Contractor shall notify City and/or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed. Limitations and/or sizes of such portions of work shall be agreed upon by City and Contractor prior to starting each phase thereof.
- 9.2 Contractor agrees to "make right" at no additional cost to the City any such portion that is determined by City's representatives to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

10. Termination:

- 10.1 The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 10.2 The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving ten (10) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for

performance satisfactorily rendered. However, in no event shall the total amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

11. Disputes/Resolutions:

- 11.1 Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.
- 11.2 The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both parties agree to resolve their claims by filing a Complaint in the Superior Court of Gwinnett County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

12. Indemnity:

- 12.1 Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with its work, and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, to Contractor shall be held by City to cover such losses and expenses.

13. Compliance with Laws and Safety Regulations:

- 13.1 All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.
- 13.2 Equal Opportunity Agreement:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition.

Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.

13.3 Contractor agrees to comply with the Drug Free Work Place Act.

14. Interpretation: This Contract shall be interpreted under the laws of the State of Georgia.

15. Amendments:

15.1 Any amendments to this contract shall be made in advance in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

15.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

16. Public Convenience and Safety: All of the projects must maintain at least one (1) lane of traffic at all times. During lane closures, flaggers must be used to move traffic safely. Contractor shall also post signage to notify City residents as outlined in Section 107.07 Public Convenience and Safety, of the Invitation to Bid/Proposal attached hereto.

17. Drug Free Work Place: The Contractor is required to certify a drug-free workplace for all employees, including subcontractors, affidavit is attached hereto.

18. Work Hours: Work hours are from 7:30 am until 6:00 pm Monday through Friday. No work will be allowed on the weekends.

20. Equipment Parking: Equipment **SHALL NOT** be parked in residential cul de sacs or on residential streets after work hours or on weekends. Any damage (including staining of pavement) left by parked equipment shall be the responsibility of the contractor to clean up. Contractor shall also be responsible for removal of tack or tar tracked into private driveways. Contractor shall also be responsible for cleanup of any concrete washed out onto public or private property.

21. Holiday Schedule: Work shall stop on Friday May 24 at 6:00 P.M. and resume Tuesday, May 28 at 7:30 A.M.; Work shall stop on Tuesday, June 18 at 6:00 P.M. and resume Thursday, June 20 at 7:30 A.M.; Work shall stop on Wednesday, July 3 at 6:00 P.M. and resume Friday, July 5 at 7:30 A.M.; Work shall stop on Friday, August 30 at 6:00 P.M. and resume Tuesday, September 2 at 7:30 A.M.

23. Drainage Concerns: Excluding the areas specifically noted in the contract, Contractor shall ensure the final product matches the existing condition for elevations, geometry and drainage. A change in drainage is not acceptable as it may cause unintended flooding to nearby properties. For those areas called out in the contract, Contractor shall adjust the grades and elevations to prevent ponding and encourage positive drainage.

23. Pre-Construction Meeting: Prior to starting work, Contractor shall meet with City Public Works staff to locate the areas of concern and field mark which areas of ponding need to be corrected.

24. Warranties Required: Contract is required to guarantee materials, workmanship and labor for 18 (eighteen) months after completion. This includes failure due to base preparation or material failure. Further details are outlined in Section 107.20 of Invitation to Bid.

IN WITNESS WHEREOF, THE City and Contractor have executed this contract consisting of _____ pages and the Attachments/Exhibits/Statements/Affidavits (if any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

CONTRACTOR:

CITY: CITY OF DULUTH

By: _____

By: _____

Printed Name and Title

Printed Name and Title

Federal I.D. Number: _____

(Seal)

Notary Public

Notary Public

In the presence of: _____

In the presence of: _____

Subscribed and sworn to before me

Subscribed and sworn to before me

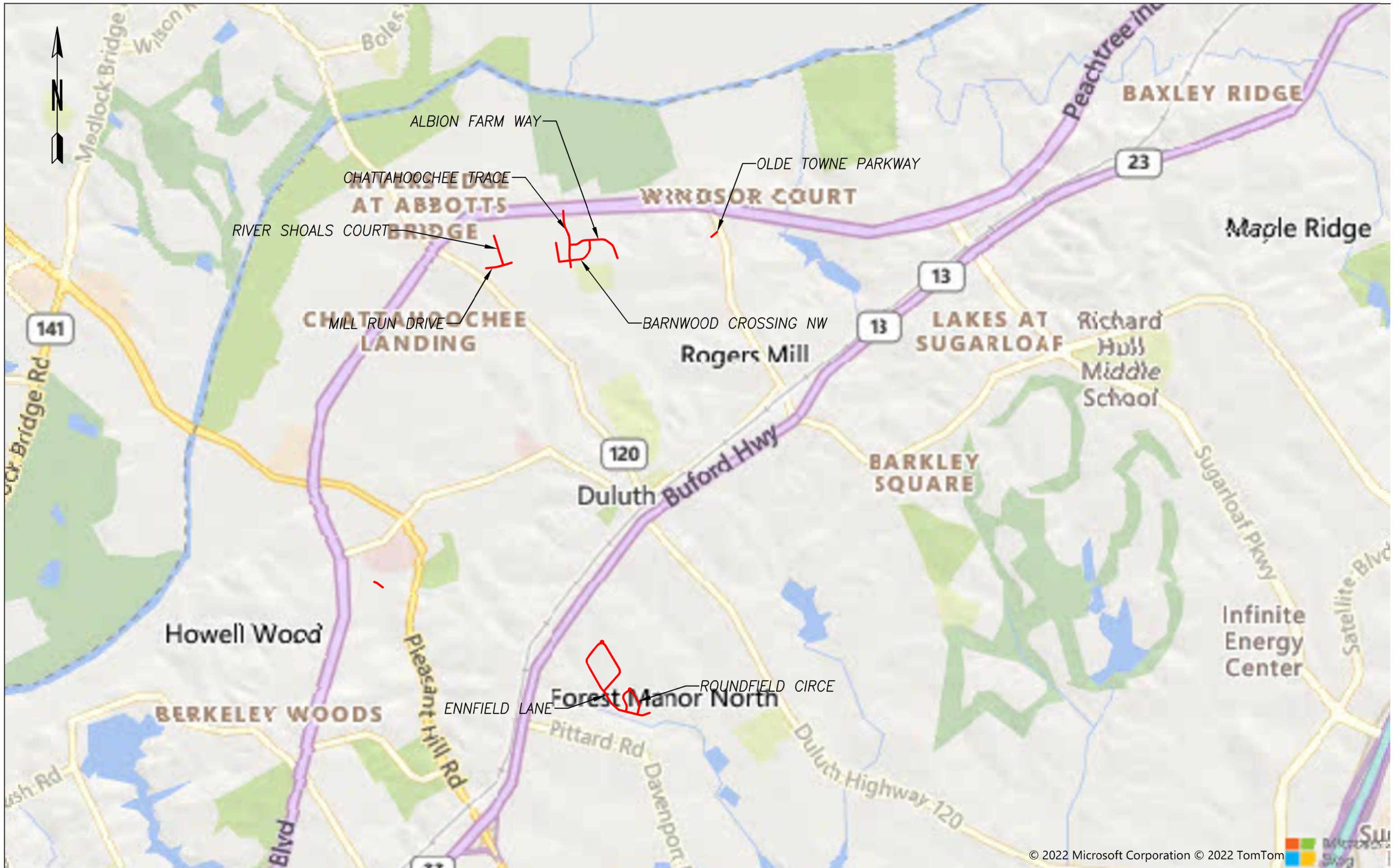
This ____ day of _____, 2024

This ____ day of _____, 2024

My Commission expires: _____

My Commission expires: _____

In the County of _____ In the County of _____



ALBION FARM WAY

CHATTAHOOCHEE TRACE

OLDE TOWNE PARKWAY

RIVER SHOALS COURT

MILL RUN DRIVE

BARNWOOD CROSSING NW

Rogers Mill

120

Duluth Buford Hwy

BARKLEY SQUARE

Howell Wood

BERKELEY WOODS

ENNFIELD LANE

Forest Manor North

ROUNDFIELD CIRCE

BAXLEY RIDGE

23

Maple Ridge

13

LAKES AT SUGARLOAF

Richard Hull Middle School

Sugarloaf Pkwy

Infinite Energy Center

Satellite Blvd