

**SUPPLEMENT TO BIDDER INSTRUCTIONS FOR
RESURFACING OF CITY STREETS
MILLING OF CITY STREETS
PATCHING OF CITY STREETS
FOR PERIOD JUNE, 2010 – JUNE, 2011**

S1. Potential List of Streets

Please note, this is only a potential list, streets may be added or deleted as funding allows, a map of these areas is available upon request.

Patching:

Summit Ridge Parkway
Woodacres Boulevard
Augustus Drive

Resurfacing:

Coachman Lane
Heatheridge
Woodacres Boulevard (cul de sac only)
Augustus Drive

Edge Milling:

Coachman Lane
Heatheridge
Woodacres Boulevard (cul de sac only)
Augustus Drive

S2. Pre-Bid Conference:

A mandatory pre-bid conference will be held on Wednesday, May 26, 2010 at 9 am at Duluth City Hall, 3167 Main Street, Duluth, Georgia 30096. If required, further supplements to these documents will be made available immediately upon conclusion of that conference.

**Resurfacing of City Streets
Milling of City Streets
Patching of City Streets**

INSTRUCTIONS TO BIDDERS

BIDDERS ARE ADVISED TO UNDERSTAND COMPLETELY THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

I. GENERAL CONDITIONS

A. Qualifications

1. Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications which entitle them to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required. The list, if requested, shall provide the location of the work and size of the project. A listing of equipment available for use on the project may also be required. Before accepting any bid, the City may require evidence of the Contractor's financial ability to perform the work to be accomplished under the contract successfully.

B. Rights Reserved

1. The City of Duluth reserves the right to reject any and all Bids, to waive informalities and to readvertise. It is understood that all Bids are made subject to this agreement, that the City of Duluth reserves the right to decide which bid it deems lowest and best and on 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.
2. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the locations of the proposed work as necessary to familiarize themselves with local conditions or other factors that may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Duluth will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations or provisions attached to the Bid shall render it informal and may be cause for

rejection. The City of Duluth reserves the right to waive informalities.

4. No Bids may be withdrawn after submission of Proposal for a period of forty-five (45) days after the date set for opening of Bids.
5. The City reserves the right to reject any and all Bids from any person, firm or corporation who is in arrears in any obligation to the City of Duluth, Georgia.

C. Guarantee to Accompany Bid

1. Bids must be accompanied by a certified check or cashier's check made payable to the City of Duluth in the amount of \$5,000 (five thousand dollars). Bidders must enclose the executed certified check/cashier's check within the envelope containing the sealed bid. Failure to do so will be cause for rejection.

D. Submitting Bids

1. Bids must be submitted in a sealed envelope with the following information clearly typed or printed on the outside:

BID – RESURFACING, PATCHING OF CITY OF DULUTH STREETS

E. Withdrawal of Bid Bond

1. After bid opening, vendor has up to twenty-four (24) hours to notify the City of Duluth Public Works Director of an obvious error made in the calculation of bid. Withdrawal of Bid Bond for this reason must be done in writing within the twenty-four (24) hour period. Bid Bond may not be withdrawn otherwise.

F. Authority to Sign

1. If a bid is made by an individual, the name and mailing address must be shown.
2. If a bid is made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown.
3. If a bid is made by a Corporation, an affidavit should be attached that describes the corporation and clarifying that the person signing on behalf of the corporation is authorized to do so. Please also include the title of the person signing on behalf of the corporation.

4. The Bidder should ensure that the legal and proper name of his proprietorship, firm, partnership or corporation is printed or typed prominently on all bid documents.

G. Award of Contract

1. The contract, if awarded, will be awarded to that responsible bidder whose bid will be most advantageous to the City, with consideration to price and all other factors. The Mayor and Council of the City of Duluth will make the final determination.
2. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, the award of any or all of the Bidder's contracts to the next lowest responsible bidder, or the re-advertisement and re-bidding of an or all of these contracts.
3. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the City of Duluth resurfacing projects for which he is the successful bidder.
4. A contract will be an "Open End" type to provide for the City of Duluth on an as needed basis. As it is impossible to determine the exact quantities of items and the roads, parking areas, etc., the quantities of items may be increased or decreased as required to satisfy the needs of the City.

H. Failure to Execute Contract

1. Failure to execute the Contract, Contract Performance Bond, Payment Bonds, or furnish satisfactory proof of insurance coverage required within ten 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. Failure to progress in a timely manner after beginning may also be just cause for such annulment. Upon annulment, at the City's discretion, the contracts may be re-advertised, re-bid or constructed by City forces. The Contract and Contract bonds shall be executed in multiple originals.

I. Term

1. Contract will begin on the issuance date of the Notice to Proceed and continue until assigned projects are complete.

J. Time

1. Time is of the utmost importance in this project. The successful bidder will be required to commence work within ten (10) calendar days from receipt of the Notice to Proceed and must carry on with the greatest diligence in order to complete the work at the earliest possible date.
2. For failure to complete the work within the specified contract period, the Contractor shall pay the City of Duluth 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 Construction of Roads and Bridges, 2001 Editions for each calendar day in excess of the contract time until the project is considered substantially complete by the City.
3. Retainage on work completed will be withheld by the City as follows:
 - a. As long as the gross value of work completed is less than fifty percent (50%) of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the City Public Works Director, the City shall retain ten percent (10%) of the gross value of the work completed. Work: as indicated by the current estimate certified by the City Public Works Director for payment.
 - b. After the gross value of the completed work becomes equal to or exceeds fifty percent (50%) of the total contract amount within a time period satisfactory to the City, at the request of the contractor, then the total amount to be retained shall be five percent (5%) of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

K. Bond Requirements

1. Prior to the execution of a contract, all of the following must be provided:
 - a. Bid Bond – Amount of bond should be \$5,000 (five thousand dollars).
 - b. Performance Bond – Amount of bond should be \$50,000 (fifty thousand dollars).
 - c. Payment, Labor & Materials Bonds – amount of bond should be \$50,000 (fifty thousand dollars).
2. Bonding companies providing insurance or bonds must meet the following requirements:
 - a. Insurance and Bonding company must be licensed to do business in the State of Georgia.
 - b. Insurance and Bonding company must be licensed to do business by the Georgia Secretary of State.
 - c. Insurance and Bonding company must be authorized to do business in Georgia by the Office of the Georgia Insurance Commissioner.
 - d. Insurance and Bonding company must have an A.M. Best rating of A-6 or higher.

L. Insurance Requirements

1. Prior to 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. This insurance must cover the following:
 - a. Statutory Worker's Compensation Insurance:
 1. 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. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 2. Owner's and Contractor's protective
 3. Blanket contractual liability
 4. Blanket "X", "C", and "U"
 5. Products/Completed Operations Insurance
 6. Broad form property damage
 7. Personal Injury Coverage
 8. Fire Legal Liability
- c. Automobile Liability
1. \$500,000 limit of liability per occurrence for bodily injury and property damage.
 2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.
 3. Additional Insured Endorsement
 4. Contractual Liability
- d. Umbrella Liability Insurance
1. Minimum \$1,000,000 limit of liability
 2. Coverage at least as broad a primary coverage as outlined under Items a, b, and c above.
- e. The City of Duluth should be shown as an additional insured on General Liability, Automobile Liability and Umbrella Liability policies.
- f. All of the above policies shall be endorsed to provide for 10 days notice for nonpayment and 30 days notice of cancellation, non-renewal or material changes in coverages.
- g. Certificate Holder should read: City of Duluth, 3578 West Lawrenceville Street, Duluth, Georgia 30096.
- h. Insurance Company must have an A.M. Best rating of A-6 or higher.
- i. Insurance company must be licensed to do business by the Georgia Secretary of State.
- j. Insurance company must be licensed to do business by the Office of the Georgia Insurance Commissioner.

- k. Certificates of Insurance and any subsequent renewals, must reference specific bid/contract by project name.
- l. 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.
- m. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
- n. 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 required insurance shall be procured and maintained by Contractor at Contractor's expense.
- o. 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 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.
- p. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the City.

M. Location and Site

1. The site of the proposed work is at the stated location(s) within the City of Duluth, Georgia
2. The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the City Public Works Director.

3. The contractor, before submitting a bid, is advised to visit the site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the site.
4. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an officer, agent or employee of the City of Duluth or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to this bid.
5. The contractor is responsible for the location of above and below ground utilities and structures which may be affected by the work.

N. Compliance with OSHA Standards and Regulations

1. The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards, including any additions or revisions thereto until the job is completed and accepted by the City of Duluth.

O. Materials

1. All materials furnished and/or installed by the contractor shall be from Georgia Department of Transportation certified suppliers only.

P. Inspection

1. City of Duluth does not commit to have a full time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the contractor of his responsibility to provide quality workmanship in accordance with the Specifications.

Q. Information and Questions

1. Any questions or requests for information should be directed to the Public Works Director, 770-476-2454.

II. SPECIAL PROVISIONS

A. Areas of Work

1. Area of work for any milling, resurfacing or patching will be within the City of Duluth limits. (Map reflecting City limits is available upon request.)
2. This contract covers only those existing roads scheduled for resurfacing by the City of Duluth.

B. Georgia Department of Transportation

1. Unless otherwise directed, all work performed under contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2001 Edition, and any supplemental specification modifying them, except as noted below and in the special provision.

C. Federal Regulations

1. The contractor must be in compliance with all applicable Federal regulations, including but not limited to the Davis-Bacon Act.

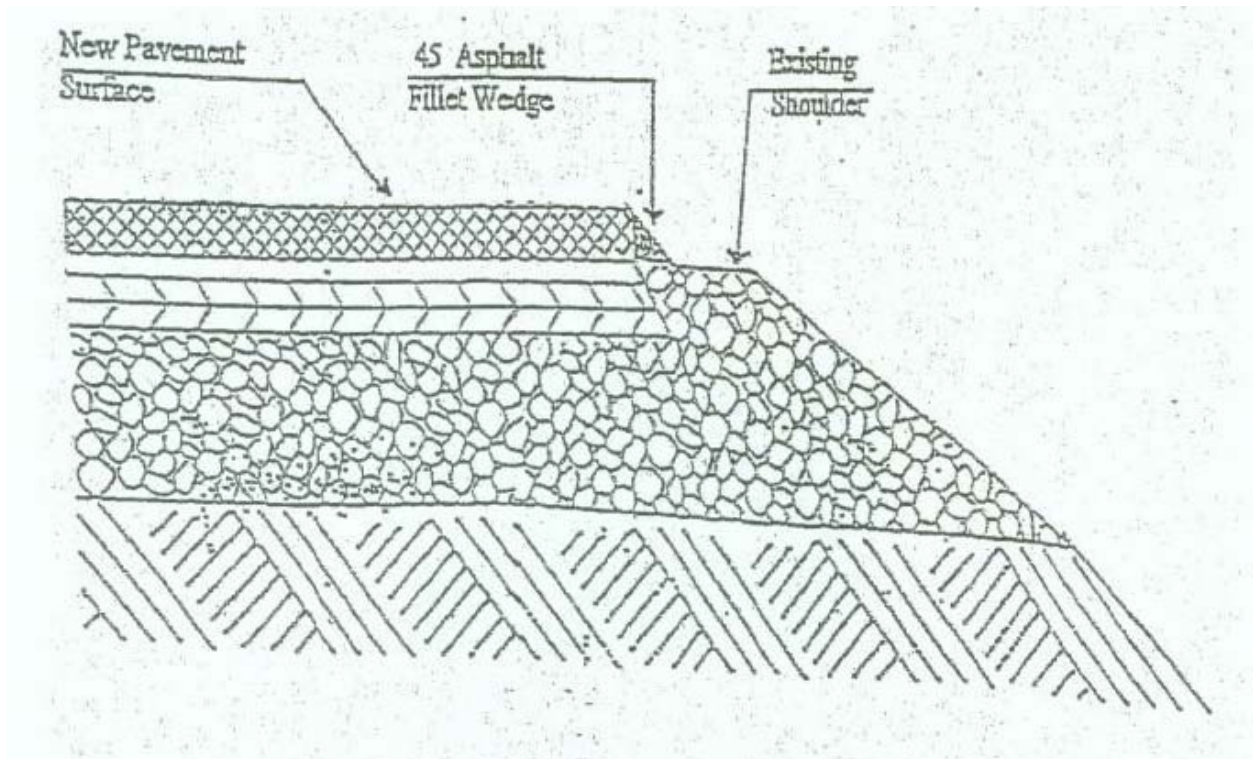
D. General Construction Guidelines

1. The contractor shall be required to give 48 hours notice to City of Duluth or its representative before proceeding with any paving, milling or patching on any road.
2. Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used and no additional compensation will be made.
3. All driveways and intersections shall be tied in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to minimize edge raveling. When tying in driveways, the contractor shall only work on City right-of-way.

4. City of Duluth does not commit to furnishing full time inspection or testing of the work in progress or at material sources. Lack of inspection and/or testing by the City will in no way relieve the contractor of his responsibility to provide quality workmanship in accordance with the Specifications.
5. The contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices and all flagging and other means of traffic protection and guidance by the Georgia Department of Transportation Standard Specifications and/or the Manual on Uniform Traffic Control Devices (MUTCD). Such work shall be considered incidental to the overall contract and no additional compensation will be made.

E. Asphaltic Concrete Pavement Edge Fillet

- This work shall consist of constructing a 45-degree asphaltic concrete fillet along the pavement edge (see diagram below), on each road being resurfaced, where curb and gutter is not present. This fillet wedge shall be constructed at the time each pavement course is placed and extend at a 45-degree angle from the top edge of each paving course to the existing earth shoulder grade.
- Any additional labor or equipment necessary to place this asphalt fillet shall be considered incidental to the resurfacing operation, and no additional compensation will be made with the exception of the extra asphalt material being paid for at the bid unit price for the particular material being used.



ASPHALTIC CONCRETE PAVEMENT FILLET WEDGE

TAKEN FROM: The Elimination or Mitigation of Hazards Associated with Pavement Edge Drop Off's

By: Jack B. Humphreys; J. Alan Parham

F. Mill Asphaltic Concrete Pavement

1. This work shall consist of milling and removing and disposing of existing asphaltic concrete pavement, preparing base as necessary, and replacement of asphalt, at locations designated by the City of Duluth, primarily to minimize material build-up above existing curb and gutter.
2. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications, section 432, with the exception of the required lighting system for night work and other exceptions noted herein.
3. The City will provide the contractor with a list of road(s) to mill.
4. The contractor will give the City or its representative a minimum of 48 hours notice prior to milling any road.
5. Area(s) to be milled will be variable widths (up to four traffic lanes) and of potentially variable depth, but generally between 1 ½ " and 3". The milling work shall be paid for by the square yard and shall include all milling, disposal, traffic control and replacement of asphalt.
6. Removal and disposal of milled material shall be the responsibility of the contractor.
7. Paving of the milled areas shall occur within 7 working days after the milling operation. Contractor will furnish, install and maintain signs warning of uneven pavement, loose gravel or other necessary signage for the period of time between the milling and paving operations.
8. References to "The Plans" shall be taken to mean the contents of the contract and bid documents or written supplements to these documents.

G. Hot Mix Asphaltic Concrete

1. All work shall be performed in accordance with Georgia Department of Transportation Standard Specifications, section 400, except where otherwise noted herein.
2. All references to "The Department" shall be taken to mean the City of Duluth or its representative
3. References to "The Laboratory" shall be taken to mean either the Georgia Department of Transportation Materials Lab or a private testing consultant firm approved by City of Duluth.
4. References to "The Plans" shall be taken to mean the contents of the contract and bid documents or written supplements to these documents.
5. The work performed and materials furnished as prescribed by these specifications will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling, placing, rolling and finishing of the product and for all labor, tools, equipment and incidentals necessary to complete the work.
6. The contractor shall not allow trucks and/or equipment to turn around in any private driveways, to eliminate tracking asphalt or tack onto private property. In the event asphalt or tack makes it's way onto private driveways, the contractor must immediately have the area cleaned. The contractor will be responsible for any driveways that are damaged or stained by asphalt or tack.

H. Road Patching

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas.
2. The City will provide the contractor with a list of roads for patching and pre-mark the areas to be patched.
3. The Contractor will give the City at least 48 hours notice before proceeding on patching a particular road.
4. The term "patching" shall include all milling or other removal method, disposal of existing material, applying tack coat, placing and compacting new material, all required traffic control and any pavement marking replacement that may be required.
5. The City of Duluth reserves the right to perform any patching using in-house labor, as deemed practicable.

I. Pavement Markings

1. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this section shall be fully maintained until final acceptance.
2. Roads shall be pre-marked with approved tape as soon as asphalt is laid.
3. All multiple lane, undivided roads require temporary paint markings to be placed on day paved instead of traffic tape.
4. All permanent markings must be placed on each resurfaced road within 14 days of completing resurfacing.
5. All pavement markings applied shall be a minimum of four (4) inches in width and shall conform to Georgia Department of Transportation Standard Specifications and/or the Manual on Uniform Traffic Control Devices (MUTCD).
6. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing.
7. The use of black-out tape or black-out paint will not be permitted to correct any lay-out errors on any final surface.

In compliance with your Invitation to 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:

**Resurfacing and Patching City of Duluth Streets
Continuing Contract for the year 2010/2011**

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.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, and any supplemental specifications modifying them except as noted below in the special provision. All construction materials such as aggregate, asphaltic concrete, Portland cement concrete, pipe, precast structures, etc. will be furnished from Georgia Department of Transportation certified suppliers only.

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 Public Works Director through an inspection of the work completed.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices.

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 by June, 2011. The bidder also agrees that liquidated damages may be assessed in accordance with the Instructions to Bidders.

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 execute a satisfactory Contract in the form of said proposed contract and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of 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 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 _____

**FAILURE TO RETURN THIS PAGE AS PART OF THE BID DOCUMENTS MAY
RESULT IN REJECTION OF BID.**

ITEM #	DESCRIPTION	APPX QTY	UNIT	UNIT PRICE	TOTAL
1	Variable depth milling – (on streets to be patched)	13,630	SY		
2	Edge Milling on streets to be resurfaced	4063	SY		
3	Resurfacing: (Asphalt overlay including bituminous material and tack coat {F mix-135 lb) includes tonnage required for replacing milled areas.	459	Ton		
4	Patch material – B binder (19mm) or equivalent	1534	Ton		
5	Traffic Control	LS			
6	Base, as necessary	100	Ton		
7	Striping; paint – Yellow (double) 4”-6” wide (MUTCD Standard)	4000 Approx.	LF		
8	Striping; paint – White – (broken) 4” – 6” wide – (10’ segments – 30’ gaps or MUTCD Standard)	400 Approx	LF		
TOTAL				\$	

Company Name: _____

Authorized Representative Signature: _____