

CITY OF PERRY

SOUTH PERRY PARKWAY RESTRIPING

BID NO 2017-04

CITY OF PERRY
Perry Parkway Restriping
Bid #2017-04

Instructions to Bidders: The City of Perry is soliciting sealed bids for the restriping/installation of various pavement markings with thermoplastic from Marshallville Road to Larry Walker Parkway (approximately 4 miles) including islands and stop bars on side roads. The striping is to be performed in accordance with GADOT rules and regulations.

Copies of the bid documents and plans may be obtained at no cost by contacting the City of Perry Department of Administration – Purchasing, 1211 Washington Street, P O Box 2030, Perry, Georgia 31069 at 478-988-2712 or visiting www.perry-ga.gov. Direct any questions about the project to Decius Aaron at 478-988-2731. Bids will be received until 2:00 PM local time October 7, 2016 at Perry City Hall, 1211 Washington Street, Perry, Georgia.

E-Verify Requirement: All bidders shall provide their signed E-Verify affidavit with their bid. Bids will not be considered without the Contractor affidavit. The successful bidder is responsible for obtaining a signed E-verify affidavit from their Subcontractors and Sub- subcontractors.

Bonds: All bid bonds must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid amount. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract amount and a Payment Bond in the amount of one hundred ten percent (110%) of the Contract amount in accordance with the Georgia Department of Transportation Specification.

The City of Perry reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

City of Perry
South Perry Parkway Restriping
Bid No. 2017-04

Sealed bids for the restriping of South Perry Parkway for the City of Perry will be received until 2:00 p.m., October 7, 2016, at Perry City Hall, 1211 Washington Street, Perry, Georgia 31069, at which time and place they will be publicly opened and read. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

Scope of Services

Restripe and install various pavement markings with thermoplastic on South Perry Parkway from Marshallville Road to Larry Walker Parkway (approximately 4 miles) including islands and stop bars on side roads. The striping is to be performed in accordance with GADOT rules and regulations.

Contractor Requirements

- 1). Contractor must have current, valid workers compensation insurance coverage.
- 2). Contractor must have current, valid business license from Georgia local government.
- 3). Contractor must have current, valid general liability and vehicle insurance coverage.
- 4). Contractor must be in compliance with current Georgia immigration laws/regulations.
- 5). Contractor is responsible for the provision of all supplies, labor, equipment and permits.

Bidder Requirements

Any contractor submitting a bid for this project must provide:

- 1). Three (3) commercial or institutional references.
- 2). Copy of current valid business license.
- 3). Statement of total cost to complete project.
- 4). Contractors Affidavit

Questions

Questions concerning this bid should be directed to Mr. Decius Aaron at 478-988-2731. Email decius.aaron@perry-ga.gov

Bid Due Date

All bids must be received in the Department of Administration – Purchasing no later than 2:00 PM October 7, 2016.

Submission of Bid

Bid documents must be clearly marked on outside "Perry Parkway Restriping 2017-04". No fax transmissions or emails will be accepted. Bids are to be submitted to:

Brenda King
Department of Administration – Purchasing
Perry Parkway Restriping 2017-04
1211 Washington Street
P O Box 2030
Perry GA 31069

The City reserves to reject any bid determined not to be in the best interest of the City.

BID FORM

PROJECT IDENTIFICATION:

THIS BID IS SUBMITTED TO:

City of Perry GA

THIS BID IS SUBMITTED FROM:

The Bidder, having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work within sixty (60) consecutive calendar days after the "Notice to Proceed" date as stipulated in the specifications.

The Bidder further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each consecutive calendar day thereafter.

The Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____ _____	_____ _____

The Bidder declares that he understands that any and all estimated quantities shown are for estimating purposes only and that the bid is to produce a fully functional project.

Thermoplastic Pavement Markings					
Item	Description	Unit	Approximate Quantity	Unit Price	Total
1	Pavement Marking Solid 5" White (Stop Bars)	LF	132		
2	Pavement Marking Traffic White (Hashing)	SY	10,606		
3	Pavement Marking Traffic Yellow	SY	631		
4	Pavement Marking Solid 8" White (Cross Walks)	LF	248		
5	Pavement Marking Solid 5" White	LF	44,281		
6	Pavement Marking Solid 5" Yellow	LF	40,948		
7	Pavement Marking Skip 5" White	GLF	34,176		
8	Pavement Marking Skip 5" Yellow	GLF	1,850		
Thermoplastic Pavement Messages and Markings					
9	Directional Arrow (Left/Right)	EA	84		
10	Directional Arrow (U Turn)	EA	26		
11	Only	EA	8		

Total Bid Amount _____

Bidder agrees to furnish materials and equipment and to perform all labor necessary for the restriping and installation of various marking on South Perry Parking including islands and stop bars on side roads for the City of Perry, Georgia for the sum of _____ dollars (\$_____).

The above unit and lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities and informalities in the bidding and re-advertise.

The Bidder also understands that the additional information on the company's qualifications is required to be submitted with the bid and that the successful bidder may or may not be the low bidder. The Owner reserves the right to evaluate each Bidders' qualifications and bid prior to award.

The Bidder furthermore agrees that, in the case of a failure on his/her part to execute the Contract Agreement and Bonds within fifteen days after receipt of conformed contract documents for execution, the Bid Bond accompanying his/her bid and the monies payable thereon shall be paid into the funds of the OWNER as liquidated damages for such failures.

The following documents are attached to and made a condition of this Bid:

- a. Required Bid Bond for the sum of _____ dollars (\$_____)
according to the conditions of "Instructions to Bidders".

- b. Bid Data submitted by Bidder that indicates standard specifications, details or drawings with any deviation from the specifications indicated.

SEAL (if bid is by Corp.)

Bidder

Contractor License No.

By

Title

Address of Bidder

(_____) _____
Phone Number of Bidder

E-mail: _____

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

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

Penal sum

_____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assign to pay to City of Perry upon default of Bidder the penal sum set forth on the face of

this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be City of Perry's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City of Perry) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 City of Perry accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City of Perry) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by City of Perry, or

3.3 City of Perry fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from City of Perry, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by City of Perry and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if

set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 engaged in the physical performance of services on behalf of City of Perry has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:_____

ALL CONSTRUCTION SHALL MEET THE CURRENT BUILDING CODES ADOPTED BY THE STATE OF GEORGIA AND CITY OF PERRY. THE SUCCESSFUL BIDDER IS RESPONSIBLE FOR ANY PERMITS AS REQUIRED BY THE CITY OF PERRY INSPECTION DEPARTMENT.

CONTRACT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT, entered into this ____ day of _____, 2016 by and between The City of Perry, Georgia, hereinafter referred to as the “City,” and _____, hereinafter referred to as “Contractor.”

WITNESSETH

WHEREAS, the City desires to employ General Contractor to restripe and install various pavement markings with thermoplastic on South Perry Parkway from Marshallville Road to Larry Walker Parkway (approximately 4 miles) including islands and stop bars on side roads, and the Contractor desires to accept such employment in accordance with the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, each to the other, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1.

Contractor shall furnish all of the materials, equipment, and labor necessary to restripe and install various pavement markings with thermoplastic on South Perry Parkway from Marshallville Road to Larry Walker Parkway (approximately 4 miles) including islands and stop bars on side roads.

2.

The Contractor represents to the City that he is fully experienced and properly qualified as an expert to perform the work provided for herein and that he is properly equipped and organized to perform such work. The Contractor shall operate as an independent Contractor and not as the agent of the City.

3.

The Contractor agrees to furnish all materials, equipment, and labor and agrees to provide same and perform all work in accordance to the satisfaction of the City.

4.

The City shall pay the Contractor in current funds for the performance of the work the contract sum of \$_____ in accordance with the bid sheet shown on the Bid Form attached hereto. Said sum being the amount that the Contractor bid for the opportunity to perform said work. The contractor is to submit invoices to the City of Perry on a monthly basis.

5.

Any additions, deletions, or changes to the plans or schedules shall be agreed to in writing by both the Contractor and the City.

6.

The Contractor shall commence improvements according to the plans and specifications of the City on or before _____. The Contractor will exert every effort to complete construction within 60 calendar days from commencement. Extensions of time will be allowed for delays arising from unforeseeable causes beyond the control and without the fault of negligence of Contractor. A request for an extension of time must be made by Contractor in writing to the City within fifteen (15) calendar days after the unforeseen condition manifests itself to Contractor. Bidders further agree to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day thereafter.

7.

Upon completion of the work as contemplated herein, the Contractor shall completely clean the premises freeing it of all trash, rubbish, debris, boxes, wrapping, and all of Contractor's equipment as well as any leftover materials and inventory not desired by the City.

8.

The Contractor shall comply with all requirements and regulations of governmental authorities as is required.

9.

The Contractor hereby indemnifies and agrees to save the City harmless from all liens or claims of right to enforce liens against the premises or improvements to be made thereto, of whatever nature said liens or claims may be. Neither final payment nor acceptance by the City shall constitute a waiver of this indemnity and if such claims are filed, the Contractor shall refund to the City all monies the City may be compelled to pay to discharge such liens or claims, including all costs and attorneys' fees. Upon completion of the work, the Contractor shall provide an affidavit, in a form reasonably satisfactory to the City, affirming under oath that all laborers and material suppliers involved in any respect with the work have been paid in full.

10.

The Contractor hereby indemnifies the City against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the Contractor, his subcontractors, agents, or employees, arising in or about the work area at any time from the date of this agreement until final completion of construction. The Contractor further covenants to use proper care and caution in the performance of his work hereunder so as not to cause damage to any adjoining or adjacent property, and the Contractor shall indemnify and hold the City harmless from any liabilities, claims, or demands for damage to such adjoining or adjacent property.

11.

Contractor shall purchase, maintain and provide evidence of General Liability and Workers Compensation Insurance coverage throughout the duration of this contract for the benefit of and in an amount approved by the City prior to commencement of the performance of the work.

12.

All bidders shall provide proof of compliance with E-Verify requirements.

13.

The Contractor shall not assign this agreement or any amount payable hereunder without the prior written consent of the City.

14.

The Contractor will, at the request of the City, correct any defects due to faulty materials or workmanship, without cost to the City, and neither the final payment by the City nor the final acceptance by the City of the work to be completed hereunder shall relieve the Contractor from responsibility for any such defect in materials and workmanship.

15.

This agreement constitutes the entire agreement of the parties hereto and no representations, inducements, promises, agreements or otherwise between the parties not embodied herein shall be of any force or effect. All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work. Time is of the essence of this agreement.

16.

This contract and the rights of the parties will be governed by and construed in all respects in accordance with the laws of the State of Georgia.

The Courts of Houston County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

IN WITNESS WHEREOF, the parties have executed the within instrument the day and year first above written.

CITY OF PERRY, GEORGIA

BY: _____
James E. Faircloth, Mayor

Attest: _____
Annie Warren , City Clerk

CONTRACTOR

BY: _____

Attest: _____

(CORPORATE SEAL)