

**EVERMORE COMMUNITY IMPROVEMENT DISTRICT**



**BID DOCUMENTS**

**SIDEWALK INSTALLATION  
AND  
LANDSCAPING  
ON VARIOUS ROADS**

**BID DOCUMENTS**

**BID PROPOSAL DETAILS:**

Advertisement for Bid  
Notice to Contractors  
Bid Proposal  
Bid Bond  
Non-Collusion Affidavit of Prime Bidder  
Certifications  
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References  
Company Information  
Alternate Solutions

**ADVERTISEMENT FOR BID**

**EVERMORE COMMUNITY IMPROVEMENT DISTRICT**

The Evermore Community Improvement District (CID) is soliciting sealed bids for sidewalk construction and landscaping on various sections of East Park Place Boulevard, West Park Place Boulevard and Rockbridge Road in Gwinnett County. Bids will be accepted by the Evermore CID, ATTN: Lawrence K. Kaiser, PE, 2463 Heritage Village, Suite 106, Snellville, Georgia 30078; until 2:00 pm on July 22, 2008. Bids opened on July 22, 2008 at 3:00 pm at the offices of the Evermore CID. No pre-bid meeting. All questions directed to Lawrence Kaiser, P.E.

A proposal guaranty for 5 % of the bid amount shall be submitted with the proposal. The guaranty shall be in the form of a bid bond or certified check.

Bid package is available either from the Evermore CID web site at [www.evermorecid.org](http://www.evermorecid.org) or at the Evermore office located at 2463 Heritage Village, Suite 106, Snellville, Georgia 30078. The Evermore CID reserves the right to reject any and all bids, to waive formalities and to re-advertise. The contractor will be paid on the basis of Contract Unit Prices or a percentage of completion of any lump sum item submitted. Payment will be made thirty days after the Engineer approves the value of the items on the tenth of every month and submitted by the contractor on the first of every month. The contract completion date is October 31<sup>st</sup>, 2008.

Direct all questions regarding this bid package to:

Lawrence K. Kaiser, PE  
404-909-5619  
[lkaiser@evermorecid.org](mailto:lkaiser@evermorecid.org)

## NOTICE TO CONTRACTORS

The Evermore Community Improvement District (CID) will receive sealed proposals until 2:00 p.m. on July 22, 2008 at the Evermore CID offices located at 2463 Heritage Village, Suite 106, Snellville, Georgia 30078. Bids publicly opened and read aloud at 3:00 p.m. on July 22, 2008 at the CID offices. No submitted bid may be withdrawn after the scheduled closing time or receipt of Bids for a period of fifteen (15) days. Bidding Documents are open to the public at the office of the Evermore CID. ***Bid package and project plans, including any addendums, are available at the Evermore CID website at <http://www.evermorecid.org>, or they may be picked up at the Evermore CID offices.***

The General Scope of Work consists of the following:

**Furnish all labor, materials, and equipment for sidewalk construction and landscape installation at various roads located on East and West Park Place Boulevard and Rockbridge roads within the Evermore Community Improvement District.**

The project schedule is generally described as follows:

	<b><u>Bid Data</u></b>	
Questions/Request for Information		
Due Date - 5p.m.	Tuesday	7/18/2008 at CID office
Bid Due - 2p.m.	Tuesday	7/22/2008 at CID office
Bid Opening - 3p.m.	Tuesday	7/22/2008 at CID office
<b><u>CID enters negotiation with prospective contractor</u></b>		
Anticipated Bid Award - 2:00 pm	Wed.	7/23/2008 at CID July board meeting
Anticipated Contract Start Date		8/1/2008
Anticipated Contract End Date		10/31/2008

The Bidder is required to submit the Bid Proposal, which includes all of the following submittal requirements:

1. Completed Bid Proposal Form Page
2. Bid Bond or Certified Check
3. Non-Collusion Affidavit of Prime Bidder
4. Certifications
5. Completed Schedule of Items
6. Addenda (Attachment A)
7. Five (5) references including name of business, date of service of contract, value of contract, and contact name and telephone number (Attachment B)
8. Date of company start up (Attachment C)
9. Alternative solutions for cost savings for the contract - if applicable (Attachment D)

The CID will use all of the above items in the overall evaluation of the Bid. The CID is not required to select the overall lowest bid; however, the CID shall make the selection of the overall most responsive bidder.

Although it is the intention of the CID to install all of the sidewalks listed on the project plans prepared by Street Smarts (identified as “Plan of Proposed West Park Place Sidewalks from Bermuda Rd to Eastford Trace” dated 6/30/2008), the CID is under no obligation to do so. The CID may add additional sidewalks to this project based on funding received by Gwinnett County.

The **Bidder** shall be responsible for performing with his own organization at least sixty percent (60%) of the **Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the CID.

The successful **Bidder** shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations.

The CID will provide a “Notice to Proceed” to the successful **Bidder** on this project upon agreement with GCDOT and GDOT.

It shall be the successful **Bidders** responsibility to coordinate any lane closures required with GCDOT and GDOT.

The successful **Bidder** shall adhere to all federal, state, and local standards including OSHA, GDOT, GA EPD and Gwinnett DOT standards.

The CID is not liable for any costs incurred by the proposers prior to the signing of the contract.

The itemized quantity schedule within the **Bid Documents** is not, nor is it intended to be, an exact measurement of each quantity for each roadway of the work, rather, it is merely included as information to assist the **Bidder** in understanding the probable estimated quantities used to determine the pay quantities for the **Bid Schedule of Items**.

**BID PROPOSAL**, page 1 of 3

Proposal of \_\_\_\_\_ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of Georgia, \*an individual, a corporation, a partnership doing business as: \_\_\_\_\_.

TO: Evermore Community Improvement District (CID)  
(Hereinafter called "**CID**")

Gentlemen:

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the following General Scope of Work:

**Furnish all labor, materials, and equipment for sidewalk construction and landscape installation at various roads located on East and West Park Place Boulevard and Rockbridge roads within the Evermore Community Improvement District.**

Having examined the plans and specifications with related documents and the site of the proposed **Work**, and being familiar with all of the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the projects in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with Evermore CID to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Work**. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

**Bidder** agrees that the cost of any **Work** performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices **Bid** for the various items scheduled.

**Bidder** further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within three (3) calendar days from receipt of Notice-to-Proceed and to complete the **Work** by the following date:

**October 31<sup>st</sup>, 2008**

**BID PROPOSAL**, page 2 of 3

**Bidder** assumes the responsibility to pickup in person at the CID offices or download from the CID web site ([www.evermorecid.org](http://www.evermorecid.org)) plans and specifications and all addenda, if applicable, prior to submittal of his **Bid**. Failure to acknowledge each and every addendum individually, is grounds for finding the **Bid** non-responsive. **Bidder** hereby acknowledges receipt of the following addenda (date and title of each addenda):

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The undersigned further agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within seven (7) calendar days after the award thereof, the **Bid Bond** or certified check accompanying his **Bid** and the money payable thereon shall be forfeited to Evermore CID as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **Bidder**.

The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of **Work** be increased, the undersigned proposes to do the additional **Work** at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price **Bid** and will make no claim for anticipated profits for any decrease in the quantities, and that actual completed, final quantities will be determined upon completion of **Work** and acceptance by the **CID**, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a **Bid** bond or certified check on the (Bank) \_\_\_\_\_ in the amount of \_\_\_\_\_, (Five percent (5%) of Total Amount **Bid**).

The full name and residence of persons or parties interested in the foregoing **Bid** as contractors, are named as follows:

_____	_____
_____	_____
_____	_____
_____	_____

**BID PROPOSAL**, page 3 of 3

Evermore Community Improvement District  
Snellville, Georgia

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Bidder:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

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**BID BOND**, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as **Contractor**, and

\_\_\_\_\_, as **Surety**, are

hereby held and firmly bound unto EVERMORE CID; SNELLVILLE, GEORGIA, in the penal sum of Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

The condition of the above obligation is such that whereas the **Contractor** has submitted to EVERMORE CID; SNELLVILLE GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

**Furnish all labor, materials, and equipment for sidewalk construction and landscape installation at various roads located on East and West Park Place Boulevard and Rockbridge roads within the Evermore Community Improvement District.**

NOW, THEREFORE,

- (a) If said **Bid** shall be rejected or in the alternate,
- (b) If said **Bid** shall be accepted and the **Contractor** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said **Bid**, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time within which the **CID** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

**BID BOND**, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ (SEAL)  
**Contractor**

By: \_\_\_\_\_

\_\_\_\_\_ (SEAL)  
**Surety**

By: \_\_\_\_\_  
Georgia Representative

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Evermore CID or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title

## CERTIFICATIONS, page 1 of 2

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the **Bid** non-responsive.

### EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Construction Plans for this project and have also personally examined the sites of the **Work**. On the basis of the said Specifications, Documents, and Plans, I proposed to furnish all necessary labor, machinery, tools, apparatus and other means of construction, and do all the **Work** and furnish all the materials in the manner specified.

I understand that any quantities mentioned or provided are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of **Work** or extra **Work** on the basis provided for in the specifications.

I also hereby agree that in the event my Proposal should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within seven (7) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to Evermore CID as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in this **Bid Proposal** as soon as the **Work** is awarded to me, and to begin and complete the **Work** within the time limit provided. I also propose to furnish a Contract Bond, approved by the Evermore CID as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the **Work** is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Evermore CID or Consulting Engineers for the CID nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees or consultants of the CID.

Also, by signing and submitting this Contract, I hereby certify that I will abide by the requirements identified in this Certification.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**EVERMORE COMMUNITY IMPROVEMENT DISTRICT  
SCHEDULE OF ITEMS**

***BID SCHEDULE OF ITEMS FOR VARIOUS SIDEWALK CONSTRUCTION PROJECTS, LANDSCAPING INSTALLATION AND RELATED ITEMS***

**Contract Scope:** Furnish all labor, materials, and equipment necessary to construct various sidewalk projects and landscaping installation

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Line No.	Pay Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
1	150-1000	TRAFFIC CONTROL, INCL TEMPORARY STRIPING	1	LS		
2	210-0100	GRADING COMPLETE	1	LS		
3	310-1101	GRADE AGGREGATE BASE COURSE	515	TN		
4	402-3110	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY INCL BITUM MATL & H LIME	91	TN		
5	413-1000	BITUM TACK COAT	48	Gal		
6	441-0104	CONC SIDEWALK, 4 IN	2065	SY		
7	441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TY 2	600	LF		
8	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	18	LF		
9	657-5002	PREFORMED SOLID TRAF STRIPE MARKING, YELLOW, TP PB	18	SY		
10	163-0232	TEMPORARY GRASSING	1	AC		
11	163-0530	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	16	LF		
12	165-0030	MAINT OF TEMP SILT FENCE, TP C	1359	LF		
13	171-0030	TEMPORARY SILT FENCE, TYPE C	1818	LF		
14	643-8200	BARRIER FENCE (ORANGE), 4 FT	272	LF		
15	700-6910	PERMANENT GRASS	1	AC		
16	NA	SAWARA (CHAMAECYPARIS PISIFERA)	451	EA		
17	NA	DWARF BUFORD HOLLY	403	EA		
18	NA	PARSON'S JUNIPER	1512	EA		
19	NA	YOSHINO CHERRY	9	EA		
20	NA	HAPPY RETURNS DAYLILY	1353	EA		
21	NA	RUBY LOROPETALUM	342	EA		
				<b>TOTAL BID AMOUNT</b>		\$

UNIT PRICES  
FOR AUTHORIZED  
EXTRAS:

a. Labor (manhours)		Hourly		\$
b. Truck (with operator)		Hourly		\$
c. Backhoe (with operator)		Hourly		\$
d. Loader (with operator)		Hourly		\$

## **ATTACHMENT A**

### **Addendums**

## **ATTACHMENT B**

**Five (5) references including name of business, date of service of contract, value of contract, and contact name and telephone number**

**ATTACHMENT C**

**Date of Company Beginning Operations**

**ATTACHMENT D**

**Alternative Solutions for Cost Savings for the Contract - if applicable**