

RESOLUTION R15-667

A RESOLUTION AUTHORIZING A CONTRACT WITH SITE ENGINEERING TO CARRY OUT THE CREEK CIRCLE STREAMBANK RESTORATION PROJECT; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary to enter into a contract with Site Engineering for the purpose of carrying out the Creek Circle Streambank Restoration Project.

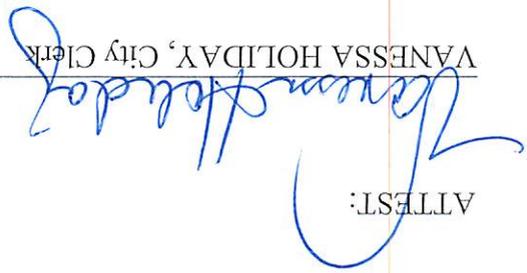
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract attached hereto as Exhibit A, subject to such revisions as advised by legal counsel.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

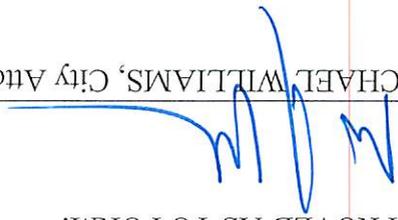
SO BE IT RESOLVED this 12th day of October 2015.


TIMOTHY L. THOMPSON, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk
(SEAL)

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

CONTRACT

EXHIBIT A



Jacobs Engineering Group Inc.
10 Tenth Street, NW, Suite 1400
Atlanta, GA 30309 USA 404 978-7600

September 29, 2015

Mr. Michael Harris
City Manager
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

RE: Recommendation of Award
Creek Circle Streambank Stabilization

Dear Mr. Harris:

Bids were received at the Stockbridge City Hall on September 23, 2015 for the referenced project. The City received 2 responsive bids from 2 of the prequalified bidders. The low bidder for the project is Site Engineering, Inc., 7025 Best Friend Road, Atlanta, GA 30340. A tabulation of bids is attached for your use.

Jacobs has reviewed the bid documents received from Site Engineering, Inc. and find them in order.

As a result of this investigation, we recommend Site Engineering, Inc. as the successful, responsive and responsible low bidder for the project in the Base Bid amount of \$ 210,020.00.

Travelers Casualty and Surety Company of America was the surety company for the bid bond and will most likely furnish the performance and payment bonds for this project. They are listed in the current U.S. Department of the Treasury Circular 570. They are shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. While we make no representation as to the solvency of this surety company, inclusion in this circular does indicate that they were acceptable as a surety on Federal bonds. We would like to remind you that an "officer of the government entity" is required by Georgia Law (OCGA 36-91-40 (a)(2)) to "approve as to solvency of the surety" of the Travelers Casualty and Surety Company of America. As your Engineer, we are not qualified to assure the solvency of the surety. We would recommend that your attorney is probably in the best position to suggest procedures to assure compliance with this Georgia Law.

If you have any questions, please do not hesitate to call me.

Sincerely,

JACOBS ENGINEERING GROUP INC.

Paul Purcell, P.E.
Senior Project Manager

cc: Kevin Walter



**BID TABULATION
CREEK CIRCLE STREAMBANK STABILIZATION
CITY OF STOCKBRIDGE, GEORGIA**

Georgia Development Partners 300 Galleria Pkwy, SE, Suite 310, Atlanta, Ga 30339	Site Engineering 7025 Best Friend Road, Atlanta, GA 30340
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Item No.	Description	Estimated Qty.	Unit	Georgia Development Partners		Site Engineering	
				Unit Price	Extended Price	Unit Price	Extended Price
BASE BID							
A.	Lump Sum Work: Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including taxes, except as provided below, and overhead and profit, the following lump sum of:				\$213,766.40		\$180,000.00
B.	Cash Allowance for Unseen Work Elements		Allowance		\$25,000.00		\$25,000.00
C.	Unit Price Work						
1.	Removal of Unsuitable Material and Replacement with:						
a.	Crushed Stone	20	CY	\$90.00	\$1,800.00	\$65.00	\$1,300.00
b.	Earth Material	20	CY	\$66.00	\$1,320.00	\$60.00	\$1,200.00
2.	Erosion and Sediment Control						
a.	Type C Silt Fence	200	LF	\$4.20	\$840.00	\$3.00	\$600.00
b.	Grassing	500	SY	\$1.20	\$600.00	\$1.00	\$500.00
c.	Rip Rap GDOT Type 3	20	SY	\$78.00	\$1,560.00	\$65.00	\$1,300.00
d.	Coir Blanket	20	SY	\$14.40	\$288.00	\$6.00	\$120.00
TOTAL BASE BID					\$245,174.40		\$210,020.00

JACOBS



***** BID TABULATION *****
 CREEK CIRCLE STREAMBANK STABILIZATION
 CITY OF STOCKBRIDGE, GEORGIA

BID: SEPTEMBER 23, 2015 11:00 P.M.

Bidder	Bid Total	Bid Bond Amount	Surety Company
Georgia Development Partners 300 Galleria Pkwy, SE, Suite 310, Atlanta, Ga 30339	\$245,174.40	5 % of Bid Amount	International Fidelity Insurance Company
Site Engineering 7025 Best Friend Road, Atlanta, GA 30340	\$210,020.00	5 % of Bid Amount	Travelers Casualty and Surety Company of America

JACOBS

Bid Date: September
23, 2015
Bid Time: 11:00AM



BIDFORM
For
CITY OF STOCKBRIDGE
CREEK CIRCLE STREAM STABILIZATION

ARTICLE 1–BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3–BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and document son(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4—BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means as scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item A. Lump Sum Work:

The Bidder agrees to furnish all products, materials and equipment and performing all labor necessary to complete and put into operation the Creek Circle Stream Stabilization including all work shown on the Drawings and/or specified and not included in Items 2 through __ below, the amount of: _____

_____ DOLLARS (\$ _____).

Part B. Cash Allowance for Contingency for Unforeseen Work Elements:

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a cash allowance basis.

Item	Description	Cash Allowance
1.	Contingency for Unforeseen Work Elements	\$25,000.00

Part C. Unit Price Work:

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidder acknowledges that unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder further acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided by Bidding Documents:

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
1.	Removal of Unsuitable Material and Replacement With				
a.	Crushed Stone	20	CY	\$	\$
b.	Earth Material	20	CY	\$	\$
2.	Erosion and Sediment Control				

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
a.	Type C Silt Fence	200	LF	\$	\$
b.	Grassing	500	SY	\$	\$
c.	Rip Rap, GDOT Type 3	20	SY	\$	\$
d.	Coir Blanket	20	SY	\$	\$

TOTAL UNIT PRICE AMOUNT \$ _____

Note to Bidders: Unit Price Items 1 through 2 shown above are for additional work beyond that shown in the Contract Documents to be included in the Lump Sum Work amount.

Bidder acknowledges that the amount shown is an estimated amount to be included in the Bid Total, and that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

Bidder further acknowledges that the cash allowance includes only those costs described in accordance with paragraph 11.02.B of the General Conditions, and that all other costs associated with testing are included in the Lump Sum Bid.

TOTAL BASE BID, PART A PLUS PART B PLUS PART C, THE AMOUNT OF

WRITTEN IN FIGURES \$ _____

WRITTEN IN WORDS

_____ Dollars

and _____ Cents

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security;**
- B. List of Proposed Subcontractors;**
- C. List of Proposed Suppliers;**
- D. List of 5 Project References;**
- E. List of all portions of the project that the Contractor will self-perform;**
- F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;**
- G. Contractor's License No.: *[or]* Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;**
- H. Required Bidder Qualification Statement with Supporting Data;**
- I. Certificate of Insurance**
- J. Contractor Affidavit and Agreement**
- K. Subcontractor Affidavit**

ARTICLE 8—DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Creek Circle Streambank RFP201507-02

Name	Bid
Site Engineering	\$210,020.00
Georgia Development Partners	\$245,174.40