



**May 13, 2019**  
**ADDENDUM NO. 1**

Project: DAWSONVILLE MAIN STREE PARK LANDSCAPE PHASE I

To all prospective Bidders:

The additions and/or deletions contained in this Addendum shall be made a part of the plans and specifications and contract documents for the above described project, and shall be subject to all applicable requirements there under, as if originally shown and/or specified.

1. The work for this contract will be awarded to a maximum of two (2) contracts. One for landscaping and irrigation and one for fencing, gates, and gate automation.
2. The project start date is to be determined dependent on the current construction of the Main Street Park.
3. Construction operation hours will be from 8:00 am – 5:00 pm Monday through Friday. Any work that is to be completed outside of these specified hours shall be coordinated with Trampas Hansard, Public Works Director. Sundays should be avoided.
4. Section 00300 – Bid has been revised to include 3.01D Alternates and Deductions (Lump Sum). The City would like to consider the option to install 6' tall black vinyl coated chain link fence with matching gates (automated in same locations as shown on civil drawings) in lieu of the 6' tall Montage Plus MB Fence with Standard Flat Caps and matching gates as shown on the civil drawings. Replace Section 00300 with the following:

**SECTION 00300**  
**BID**

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Dawsonville, 415 Highway 53 East, Suite 100, Dawsonville, Georgia 30534**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid Bond;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - C. Contractor’s license number as evidence of Bidder’s State Contractor’s License, if applicable, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - D. Required Bidder Qualification Statement with supporting data; and
  - E. Corporate Certificate, if the Bidder is a corporation.
  - F. City of Dawsonville Vendor Requirements.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
  - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price for Landscaping and Irrigation	\$
Lump Sum Bid Price for Fencing, Gates, and Fence Automation	\$

- B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Cash Allowance 1	\$
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Lump Sum for Cash Allowance 2	\$
Lump Sum for Cash Allowance 3	\$
Total for all Lump Sum for Cash Allowances	\$

C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1	\$
Lump Sum Contingency Allowance 2	\$
Lump Sum Contingency Allowance 3	\$
Total for all Lump Sum Contingency Allowances	\$

D. Alternates and Deductions (Lump Sum)

Lump Sum Bid Price change from 6’ Tall Montage Plus MB Fence with Standard Flat Caps to 6’ Tall Black Vinyl Coated Chain Link Fence	<b>Add or Deduct</b> (circle one above) \$
Lump Sum Bid Price change from Montage Plus MB Gates to Black Vinyl Coated Chain Link Gates	<b>Add or Deduct</b> (circle one above) \$

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. 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.
  7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 *Bidder’s Certifications*

- A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. 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.
  - b. 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.
  - c. Collusive practice means a 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.
  - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

END OF SECTION



\*\*\*RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM\*\*\*

**END OF ADDENDUM NO.1**