

# Request for Quote

March 11, 2023

For **PROJECT**:

Tapestry Public Charter School  
3130 Raymond Drive  
Doraville, GA 30340

## The Engineer

**Albert Ukrainskiy, E.I.T.**

Project Engineer



**Travis Pruitt & Associates, Inc.**

4317 Park Drive | Suite 400 | Norcross, GA 30093

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## Invitation to Bid

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## INVITATION TO BID

The intent of this Bid request is to obtain an offer to perform work to address drainage issues, repave drive, and add landscaping at 3130 Raymond Drive, Atlanta, GA for a Stipulated Sum contract, in accordance with the Contract Documents.

The specifications of the project are contained within:

[https://drive.google.com/drive/folders/1Uzyb17I9\\_4x8SRQQcvVs-2WGsj0PlqIN?usp=share\\_link](https://drive.google.com/drive/folders/1Uzyb17I9_4x8SRQQcvVs-2WGsj0PlqIN?usp=share_link)

A tour of the building may be arranged by contacting Devon Christopher at [devon@tapestrycharter.org](mailto:devon@tapestrycharter.org). All tours will occur after 5:30 p.m. on weekdays or on a weekend day as the school is currently operational.

Bids shall be received by 4:00 PM EDT, April 15, 2023.

Identify the Contract Time in the Bid Form, and include a CPM schedule. Assume a start date of May 29, 2023 . Upon plan approval, engineer will be responsible for permits. The Owner requires that the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

Assuming a start date of May 29, 2023, all work shall be completed in conjunction with this RFP shall be completed no later than July 31, 2023. For each day past this deadline where work is not completed, there will be a \$250.00 daily charge.

Interested Bidders shall supply one point of contact for all instructions and notification of addenda. Please declare your interest in bidding and provide point of contact to:

Devon Christopher  
Tapestry Public Charter School  
[devon@tapestrycharter.org](mailto:devon@tapestrycharter.org)

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid and Instructions to Bidders, Supplementary Instructions to Bidders, the bid form and other sample bidding and contract forms. The proposed Contract Documents consist of the Abbreviated Owner Contractor Agreement (based on AIA A107) and other Conditions, including Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the Abbreviated Owner Contractor Agreement, AIA Document A107 are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Engineer or Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

- 2.1 The Bidder by making a Bid represents that:
  - 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
  - 2.1.2 The Bid is made in compliance with the Bidding Documents.
  - 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
  - 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **3.1 COPIES**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Tapestry Public Charter School website [www.tapestrycharter.org](http://www.tapestrycharter.org) listed under Request for Proposal. Documents will be available March 18, 2023.
- 3.1.2 Bidding Documents and notification of Addenda will not be issued directly to Sub-bidders.
- 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.4 The Owner and Civil Engineer may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.2.1** The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the errors, inconsistencies or ambiguities discovered. Reports shall be made to:

**Albert Ukrainskiy, E.I.T.**  
Project Engineer



**Travis Pruitt & Associates, Inc.**

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o: 770.695.3001  
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[www.travispruitt.com](http://www.travispruitt.com)

with copy to:

Devon Christopher  
Tapestry Public Charter School  
[devon@tapestrycharter.org](mailto:devon@tapestrycharter.org)

- 3.2.2** Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Engineer at least seven days prior to the date for receipt of Bids. Requests shall be submitted to:

**Albert Ukrainskiy, E.I.T.**  
Project Engineer



**Travis Pruitt & Associates, Inc.**

4317 Park Drive | Suite 400 | Norcross, GA 30093  
o: 770.695.3001  
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with a copy to:

Devon Christopher  
Tapestry Public Charter School  
[devon@tapestrycharter.org](mailto:devon@tapestrycharter.org)

- 3.2.3** Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

**3.3 SUBSTITUTIONS**

- 3.3.1** The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- 3.3.2** No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- 3.3.3** If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.4** No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### **3.4 ADDENDA**

- 3.4.1** Notices of Addenda will be transmitted to all who are known by the issuing office to have been invited to bid and properly declared their interest to bid. Addenda will be posted on the Tapestry website.
- 3.4.2** Copies of Addenda will be made available for downloading from the Tapestry website that houses the Bidding Documents.
- 3.4.3** Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 3.4.4** Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### **ARTICLE 4 BIDDING PROCEDURES**

#### **4.1 PREPARATION OF BIDS**

- 4.1.1** Bids shall be submitted on the forms included with the Bidding Documents.
- 4.1.2** All blanks on the bid form shall be legibly executed in a non-erasable medium.
- 4.1.3** Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 4.1.4** Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

**4.1.6** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

## **4.2 SUBMISSION OF BIDS**

**4.2.1** Bids may be submitted electronically to:  
Devon Christopher  
Tapestry Public Charter School  
[devon@tapestrycharter.org](mailto:devon@tapestrycharter.org)

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**4.2.2** Oral, telephonic, telegraphic or facsimile transmitted bids will not be considered.

**4.2.3** Bids shall be submitted by 4:00 PM EDT on April 15, 2015 to:

Devon Christopher  
Tapestry Public Charter School  
[devon@tapestrycharter.org](mailto:devon@tapestrycharter.org)

After submitting electronically, follow up with hard copies sent within two days of the bid deadline to:

Devon Christopher  
Tapestry Public Charter School  
3130 Raymond Drive  
Doraville, GA 30340

## **4.3 MODIFICATION OR WITHDRAWAL OF BID**

**4.3.1** A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period of 45 days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

**4.3.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving the Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date-and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

**4.3.3** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **5.1 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids for any reason the Owner deems necessary. A Bid not accompanied by data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

## **5.2 ACCEPTANCE OF BID (AWARD)**

5.2.1 The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept any Bid which, in the Owner's judgment, is in the Owner's best interests.

5.2.2 The Owner shall have the right to accept Alternates in any order or combination.

## **ARTICLE 6 POST-BID INFORMATION**

### **6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders shall submit with the bid package a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously submitted.

### **6.2 OWNER'S FINANCIAL CAPABILITY**

The Owner, shall at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **6.3 SUBMITTALS**

6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner and Engineer in writing:

- .1 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .2 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the execution of the Contract, the Engineer will notify the Bidder in writing if either the Owner or Engineer, after due investigation has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Engineer has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with written notification to the Owner and Engineer, at which time Owner or Engineer may make reasonable objection.

## **ARTICLE 7 PAYMENT BOND AND PERFORMANCE BOND**

### **7.1 BOND REQUIREMENTS**

- 7.1.1** If required by Owner or Lender, the Bidder shall furnish bonds satisfactory to the Owner covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.
- 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of Bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

## **7.2 TIME OF DELIVERY AND FORM OF BONDS**

- 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.
- 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.
- 7.2.3** The bonds shall be dated on or after the date of the Contract.
- 7.2.4** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on a modified AIA Document A107, Abbreviated Owner / Contractor Agreement – Project Limited Scope where the basis of payment is a stipulated sum.

## **ARTICLE 9 FEES FOR CHANGES IN THE WORK**

- 9.1** Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- 9.2** Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.