

CITY OF DUNWOODY

Invitation to Bid ITB 19-02

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for **Brook Run Park Playground Resurfacing** for the Department of Parks & Recreation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB 19-02 and Company Name. Bids will be received until 2:00 P.M. local time on Wednesday, 3-13-2019 at the City of Dunwoody, 4800 Ashford Dunwoody Rd, Dunwoody, Georgia 30338. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 2:05 P.M. Apparent bid results will be available the following business day on our website www.dunwoodyga.gov.

A **Pre-Bid Conference will be held at 10:00 am, Wednesday, 2-20-2019** at the Brook run Park Playground 4770 North Peachtree Rd., Dunwoody, GA 30338. The conference will include a review of the Bid Documents, and a question and answer period. Attendance at the Pre-Bid Conference is strongly encouraged, but it is not required. Bidders are expected to be familiar with the Bid Documents and the property to be developed and to provide the City with any questions regarding the Bid Documents at the Pre-Bid conference or by the deadline for questions to be submitted.

Questions regarding bids should be directed to John Gates, Purchasing Manager, at purchasing@dunwoodyga.gov or by calling 678-382-6700, no later than 2:00 P.M. on Monday, 2-25-2019. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City reserves the right to reject any or all bids to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. The City reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of award.

The selected contractor must be able to start work within 10 calendar days after the "Notice to Proceed" is issued. The time of completion for the project is as follows: 30 available days from the "Notice to Proceed" for substantial completion and an additional 30 days for final acceptance.

BID FORM

**TO: PURCHASING MANAGER
CITY OF DUNWOODY
DUNWOODY, GEORGIA 30338**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Dunwoody, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Brook Run Park Playground Resurfacing

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he/she will contract with the City of Dunwoody in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the scope of work included in the Invitation to Bid and applicable requirements of the Americans with Disability Act.

It is the intent of this Bid to include all items of construction and all Work called for in the Plans and Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid Schedule for the unit prices except where “lump sum” quantities are stated.

The 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.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within 10 calendar days from receipt of “Notice to Proceed” and to complete all work within 30 available days from the “Notice to Proceed” for substantial completion and an additional 30 days for final acceptance.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No.	Date Received
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 2019.

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

Scope of Work

- Remove and dispose of existing pour in place rubber surfacing.
- Check for correct compaction of base layers. / City to provide compaction test upon contractor's request.
- Provide an allowance of up to 3" of stone for base layer if needed.
- Provide and install a new pour in place surface to the correct thickness for ASTM critical fall height standards.
- Final top cap color to be specified by owner based on 50/50 blend with black.
- Surface area for 8' fall height approximately 12,000 Sq. Ft.
- Surface area for 4' fall height approximately 4,000 Sq. Ft.
- Calculations for surface area and fall height are to be confirmed by contractor.
- Use temporary fencing to secure jobsite at all times.
- Keep a clean and professional construction site at all times.



INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) I Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

3. Automobile Liability

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

INSURANCE REQUIREMENTS (continued)

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability. Insurance must be maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause with respect to each insured. Such policies shall be non-cancelable except upon 30 days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

**The City of Dunwoody
4800 Ashford Dunwoody Rd.
Dunwoody, Georgia 30338**

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title)_____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

Company Name: _____

Brook Run Park Playground Resurfacing

PURPOSE: The purpose of this Invitation to Bid (ITB) is to select a qualified Contractor for the removal and replacement of existing play surface Brook Run Park.

1.1 **REFERENCE STANDARDS:** The construction shall comply with the latest edition of ASTM playground safety standards

1.2 **SCOPE:** The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Parks and Recreation Director or his representative. The project location is as follows:

4770 North Peachtree Rd. Dunwoody, GA 30338

Unless otherwise specified all work shall be completed in accordance with the scope of work included in the Invitation to Bid and all pertinent Americans with Disabilities Act standards. In the case of conflicts, the most stringent requirements will apply. Any variations to the above specified details and specifications will be approved by the Parks and Recreation Director or his representative.

1.3 **METHOD OF AWARD**

The Contract will be awarded to the lowest responsive, responsible Proposer submitting the Proposal complying with the Contract Documents which is in the best interest of the City, as determined by the City. Determination of the low Proposal will be based on the total of the Base Proposal Lump Sum Amount.

1.4 **PERMITS**

The Contractor is responsible for obtaining all required permits if applicable.

1.5 **TIME OF WORK**

It is understood that the Contractor's proposed construction schedule is based on a normal 5-day work week, less recognized holidays. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the City a minimum of five days prior to the desired work date. The Contractor will provide a design and construction schedule to the City for the entire timeline of the project and provide a Company Organizational Chart with a single point of contact.

1.6 **EROSION, SEDIMENTATION AND POLLUTION CONTROL MAINTENANCE**

No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency will be the responsibility of the Contractor.

1.7 **GENERAL CONTRACTOR LICENSE**

All Proposers must be licensed by the state of Georgia to be a General Contractor.

1.8 **PARK OPERATION** This construction will be performed while the rest of the park is opened to the public. The public will be permitted access into the areas not under construction. All park areas not fenced off as construction zones will be fully opened to the public for normal park hours during construction. Contractor shall take necessary precautions to secure the construction site to maintain a safe environment for the public. The construction shall not impede the flow of traffic on the existing park drive during

construction or when fields are open to the public. During construction of the connections to existing entry drive, traffic access into the park must be maintained. Traffic may be reduced to one lane with adequate flagman to provide a safe, smooth flow of traffic. All Construction personnel and suppliers shall observe the posted park speed limits.

1.9 **CONTRACTOR EXPERIENCE** Proposers shall have completed construction of a minimum of three (3) projects of similar size within the past five (5) years and submit appropriate references.

1.10 **FINAL ACCEPTANCE** All references to guarantee, warranty or payments that are commencing upon “Final Approval”, “Final Certificate for Payment”, or “Substantial Completion” or other similar wording shall commence upon acceptance of portions of the Work by the City.

1.11 **CONSTRUCTION LAYOUT** The Contractor is responsible for all construction layout and control for the project. The Contractor will proceed with construction layout in such a manner that discrepancies between construction items, existing built features and site conditions that are in conflict with the scope may be examined by the Owner’s Representative prior to construction of items in conflict. Failure to notify the Owner’s Representative of conflicts prior to constructing items will result in all remedial actions being paid for by the Contractor including, but not limited to, additional materials, re-inspection fees, professional service fees and survey cost by all parties to the projects.

PART TWO – DISADVANTAGED BUSINESS ENTERPRISES

2.1 The Contractor and/or sub-contractors shall comply with Executive Order 12432, Minority Business Enterprise Development, which encourages greater economic opportunity for minority entrepreneurs.

2.1.1 Contractor shall make a good faith effort to award at least 10 percent of subcontracts and material purchases to Disadvantaged Business Enterprises.

2.1.2 The Contractor and his subcontractors, if any, shall file compliance reports, to the City monthly with the applications for payment.

2.1.3 In determining whether a Contractor has made “Good Faith Efforts”, evaluation will look not only at the different kinds of effort that a Contractor has made, but also the quantity and intensity of these efforts. The following list of kinds of efforts is provided for consideration:

2.1.3.1 Whether the Contractor advertised in general circulation, trade association and minority-focus media concerning the sub-contracting opportunities;

2.1.3.2 Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the Contract was being solicited, insufficient time to allow the DBEs to participate effectively;

2.1.3.3 Whether the Contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

2.1.3.4 Whether the Contractor provided interested DBEs with adequate information about the Drawings, Specifications and requirements of the Contract Documents;

2.1.3.5 Whether the Contractor negotiated in good faith with interested DBEs, not rejecting DBEs as

unqualified without sound reasons based on a thorough investigation of their capabilities;

2.1.3.6 Whether the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Owner or Contractor.

2.1.3.7 Whether the Contractor effectively used the services of available minority community organizations; minority contractor's groups; local, state and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

PART THREE-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY – PRIMARY COVERD TRANSACTIONS

3.1 The Contractor/subcontractor certifies to the best of his/her knowledge and belief, that he/she:

3.1.1 Is not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.

3.1.2 Has not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.1.3 Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification.

3.1.4 Has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default

3.2 Drug Free Workplace the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

3.2.1 The Contractor further certifies that a drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract

3.2.2 Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification “As part of the subcontracting agreement with Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3”. Also, the Contractor/subcontractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

3.3 Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

3.3.1 The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, or handicapping condition. The Contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include, but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

3.3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.

3.3.3 The Contractor will send to each labor union or representative of the workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended (# CFR 169 (1979)), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.3.4 The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

3.3.5 The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

3.3.5 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

3.3.6 The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the "interests of the United States."

3.4 Other Requirements

During the performance of this Contract, the Contractor also agrees as follows:

3.4.1 The Contractor certifies he/she will comply with where applicable, **46**

U.S.C. 1241(b) (1) and 46 CFR Part 381 impose cargo preference requirements on

3.4.2 The shipment of foreign made goods. The Contractor certifies he/she will comply with **Section 165** of the **Surface**

3.4.3 **Transportation Assistance Act of 1982, 49 U.S.C. 1601, Section 337** of the **Surface Transportation and Uniform Relocation Assistance Act of 1987**, and **49 CFR Parts 660 and 661** impose “Buy America” provisions on the procurement of foreign products and materials. The Contractor certifies he/she will comply with **Section 105(f)** of the **Surface Transportation Assistance Act of 1982, Section 106(c)** of the **Surface Transportation and Uniform Relocation Act of 1987**, and **49 CFR**

3.4.4 **Part 23** impose requirements for the participation of disadvantaged business enterprises.

3.4.5 The Contractor certifies he/she will comply with the **Copeland “Anti-Kickback” Act (18 U.S.C. 874)** as supplemented in Department of Labor regulations (**20 CFR Part 3**). (All contracts and sub-grants for construction or repair).

3.4.6 Compliance with **Sections 103 and 107** of the **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330)** as supplemented by the Department of Labor regulations (**29 CFR Part 5**).

3.4.7 Contractor certifies he/she will provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly appointed representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or sub-grantees make final payment and all other pending matters are closed.

3.4.8 The Contractor certifies he/she will comply with all applicable standards, orders, or requirements issued under **Section 306 of the Clean Air Act**

(42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (**40 CFR Part 15**).

3.4.9 The Contractor certifies he/she will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (Public Law 94-163)**.

3.5 SPIRIT AND INTENT

3.5.1 **Examination of Site:** Before submitting Proposals for the work, each Proposer shall be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

3.5.2 **Temporary Suspension of Work:** The Owner shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to conditions which are considered unfavorable to the suitable carrying out of work, or for failure on the part of the Contractor to carry out instructions or to perform any provision of the agreement. The Contractor shall immediately respect the written order of the Owner to suspend the work wholly or in part. The Contractor shall not suspend work without such written authority, and shall immediately resume work when conditions are favorable or when methods have been corrected, as approved by the Owner in writing.

3.5.3 **Materials and Workmanship:** Workmanship and materials shall be prescribed by the Specifications and the Drawings. Whenever not explicitly described, all workmanship used or employed in carrying out the work shall be the best of the respective grades and qualities. Where equipment, materials, or articles are referred to in the Specifications as “equal to” any particular standard, the Owner shall decide the question of equality. When required by the Specifications the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. **City Rejection:** All materials which do not meet these Specifications or the requirements of the Contract Drawings shall be rejected by the Owner and shall be removed from the site and replaced by proper materials by the Contractor at his own expense.

3.5.4 The Contractor shall not proceed on any work unapproved by the Owner’s Representative.

3.5.5 The Contractor shall not proceed on any work that is unclear or incomplete on the plans or Specifications without the approval of the Owner’s Representative.

3.5.6 All critical stakeouts and form board approvals must be approved by the Owner.

3.5.7 **Other Contracts:** The Owner may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other such contractors, including the Owner or his employees and carefully fit his own work to such additional work as directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or employee of the Owner.

3.5.8 **Minor Modifications:** The Contractor shall make such minor changes in the execution of the work to be done under these Specifications which in the judgment of the Owner shall be necessary or expedient to carry out the intent of the Contract before or during the progress of the Contract. No increase over the Contract price shall be paid to the Contractor on account of such minor modifications. Work, which materially increases the cost to the Contractor, shall not be ordered under the provisions of this Paragraph.

3.5.9 **Contractor’s Responsibilities:** The Contractor shall give supervision to the work and have a responsible foreman continuously on the job to act for him. There shall be at least one person in a position of responsibility representing the Contractor, on site at all times, who is capable of translating from English to the language used by the workforce. The Contractor shall provide and maintain all temporary roadways and utilities which may be authorized and all barriers, colored lights, danger signals, and other devices necessary to provide for the traffic control and safety. The Contractor shall, at all times, be responsible for the safety and conduct of his employees. The Owner may in writing require the Contractor to remove from the work such employees as he deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner’s interests. Contractor is responsible to coordinate with the Owner’s Representative to set up site stakeout reviews, mock-up approvals and other site meetings.

3.5.10 **Space for Storage of Construction Materials:** The Contractor shall provide suitable protection for material and equipment on the site and shall maintain all storage space in a safe and orderly condition. The Owner assumes no liability for loss or damage to materials or equipment due to improper storage, lack of protection from the elements, or from any other causes. Inflammable materials shall be enclosed in safe containers.

3.5.11 **Cleaning During Work:** The Contractor shall clean-up work and surrounding areas from all rubbish or objectionable matter during the course of the work. All mortar, cement and toxic material shall be removed

from the surface of the earth and not allowed to become mixed with the earth.

3.5.12 Contracts: Each portion of the work shall be performed by an organization equipped and experienced to do work in the particular field. Contracts shall be awarded only to parties satisfactory to the Owner.

3.5.13 Clean Up After Completion: Upon completion of the work, the ground shall be cleared of all debris, and all superfluous materials and all equipment shall be entirely removed from the premises to the satisfaction of the Owner.

3.5.14 Owner's Decisions. All the work under the Contract shall be completed to the satisfaction of the Owner or his authorized representative who shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are paid for hereunder, and shall decide all questions and the fulfillment of the conditions of this on the part of the Contractor. His determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any payment hereunder.

3.5.15 Time for Completion: It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that completion of the work in a timely manner is a prime condition of the Contract. The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as to insure full completion as required in the Contract.

4.1 SUBMITTALS Supporting Data: With applications for payment covering unit price work submit substantiated measurement of quantity installed or executed.

4.2 PROTECTION

4.2.1 Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

4.2.2 Existing Utilities: Maintain utility services to remain and protect from damage during construction operations.

4.2.2.1 Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

4.2.2.2 Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

4.2.2.3 Revise paragraph and subparagraphs below to suit Project. Delete if adequately covered in Division 01 Section "Temporary Facilities and Controls."

4.2.2.4 Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.

4.2.2.5 Protect adjacent buildings and facilities from damage due to construction activities.

4.2.2.6 Protect existing site improvements, appurtenances, and landscaping to remain.

4.2.2.7 Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

4.2.2.8 Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

4.2.2.9 Provide protection to ensure safe passage of people around construction area and to and from occupied portions of adjacent buildings and structures.

4.2.2.10 Protect walls, windows, roofs, and other adjacent exterior construction that are exposed to construction operations.

4.2.2.11 Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

4.3 DEMOLITION, GENERAL

Explosives: Use of explosives is not permitted.

4.4 DEMOLITION BY MECHANICAL MEANS Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades

4.5 REPAIRS

Promptly repair damage to adjacent buildings caused by demolition operations.

4.6 DISPOSAL OF CONSTRUCTION MATERIALS Remove construction waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.

4.6.1 Do not allow construction materials to accumulate on-site.

4.6.2 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Do not burn construction materials.

4.7 CLEANING Clean adjacent structures and improvements of dust, dirt, and debris caused by construction operations. Return adjacent areas to condition existing before construction operations began.

General Notes:

1. The contractor is responsible for calling for utility locations prior to the start of the project. It shall be the contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation.
2. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in the bid. No claims will be considered for extra compensation.
3. All traffic control shall be provided by the contractor. The contractor will be responsible for coordinating with adjacent property owners to maintain adequate access.
4. The contractor will be responsible for protecting the hardscape from weather, traffic and vandalism during concrete curing. Any defects or defacement resulting from failure to protect the concrete will be

repaired at the contractor's expense.

5. It is the intent of this contract for the bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract.
6. Upon the completion of each project, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
7. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Dunwoody, Georgia, Parks and Recreation Director or City of Dunwoody, Georgia, Public Works Designee".
8. Working hours are limited to Monday through Friday, between 7:30 A.M. and 8:30 P.M. Weekend work is permissible with prior approval from the City. No work is permitted on city-observed holidays unless required to repair any Erosion and Sedimentation Control BMP's.
9. Contractor shall have all vehicles marked with their company name.
10. The contractor will conduct one contract pre-construction meeting at City Hall and monthly progress meetings on-site and other meetings as required.
11. The City of Dunwoody will not provide restroom facilities.
12. The Contract shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Dunwoody Public Works for all issues as needed in regards to the project for any safety, signage, erosion control, or other emergency as needed.

PROPOSAL SCHEDULE

PART FOUR – PROPOSAL SCHEDULE Brook Run Park Playground Resurfacing

Total Lump Sum Base Proposal: _____

Total Base Proposal in words: _____

GENERAL CONDITIONS

CITY OF DUNWOODY

DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION

GENERAL INSTRUCTIONS FOR BIDDERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.

- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to

reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

- A. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
- B. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- C. Supplier has up to forty-eight (48) hours to notify Purchasing of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.
- D. Bid withdrawal is not automatically granted and will be allowed solely at the City of Dunwoody's discretion.

6. TESTING AND INSPECTION:

Contractor shall provide advanced notice to the City or its agent when testable items are installed. Testing will be paid by the City of Dunwoody. Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. In addition to any applicable demolition and reconstruction costs, the costs of additional inspections and/or tests of any item that fails to meet the specifications, shall be borne by the bidder.

7. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

8. PATENT INDEMNITY:

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

9. DISCOUNTS:

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

10. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

11. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

12. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

13. REJECTION AND WITHDRAWAL OF BIDS:

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

14. CONTRACT:

- A. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

- B. It is understood that the bidder has reviewed the contract documents with the understanding that the City of Dunwoody requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. Examples of the City's Standard Contracts and General Conditions are available on the City website.

- C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

15. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

16. DEFAULT:

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so

terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

17. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

18. TERMINATION FOR CONVENIENCE:

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

19. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

20. SUBSTITUTIONS:

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

21. INELIGIBLE BIDDERS:

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

22. BUSINESS LICENSE:

Each successful bidder shall provide evidence of a valid City of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

23. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

24. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

25. GENERAL CONTRACTORS LICENSE:

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

26. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed

by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

27. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

28. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

29. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. Turn left onto Ashford Gables Dr. The entrance to the parking lot for 4800 Ashford Dunwoody Rd. will be on the right. The City of Dunwoody offices are on the second floor.