

REQUEST FOR BIDS

LEWIS PARK SITE IMPROVEMENTS

RFB-14-111513



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**



**INSTRUCTIONS TO BIDDER
FOR INVITATION TO BID**

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

10:00 a.m., Friday, November 15, 2013

For the following:

LEWIS PARK SITE IMPROVEMENTS

RFB-14-11513

Successful vendor shall be required to complete the Independent Contract agreement, sample is attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 10:00 a.m. Friday, November 15, 2013 at the City of Marietta, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 PREBID CONFERENCE

A Mandatory pre-bid meeting for interested bidders will be held at 10:00 a.m. Monday, November 4, 2013 at Lewis Park located at 475 Campbell Hill Street, Marietta, GA.

ARTICLE 4 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

Instructions to Bidders

ARTICLE 5 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Ms. Cindy Dorrough at cdorough@mariettaga.gov or (770) 794-5698, The City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Department at (770) 794-5698 or cdorough@mariettaga.gov to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.

ARTICLE 6 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax license

ARTICLE 8 SE ALED & MARKED

**THREE SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR BID
RFB-14-11513
LEWIS PARK SITE IMPROVEMENTS**

and addressed to: City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: Ms. Cindy Dorough

ARTICLE 9 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 10 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 11 RREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached

Instructions to Bidders

specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 15.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 15.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;

15.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and

15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the proposal. Unsuccessful bidders shall be notified first-class mail.

ARTICLE 18 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 19 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall

furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 21 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 22 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE 25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of
Instructions to Bidders

Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 26 BID GUARANTEE

The City of Marietta shall request the following for all bids over \$40,000.00:

26.1 BID BOND (NOT APPLICABLE)

26.2 PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

26.3 PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

ARTICLE 27: INDEPENDENT CONTRACTOR

27.1 Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of Owner. Contractor shall at all times act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish full time, on site supervision and direction required to complete the work. The Contractor shall be required to monitor the performance of his employee on a periodic basis while they are assigned to the City. The Contractor shall comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

C. **LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

SAMPLE ONLY (DO NOT FILL OUT)
EXHIBIT C
INDEPENDENT CONTRACT AGREEMENT

Made this _____ day of _____ in the year of Two Thousand Thirteen

BETWEEN the Owner:

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

and the Contractor:

The Project is: Lewis Park Site Improvements

The Owner and Contractor agree as set forth below.

ARTICLE 1: ACCEPTANCE OF CONTRACT

- 1.0 The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgment or other document unless specifically agreed to in writing to this agreement by the City of Marietta.

ARTICLE 2: SCOPE OF WORK

- 2.0 Contractor agrees to provide all material, equipment, supplies and labor necessary for the construction of a low modular block wall, concrete pavement and stairs, wood mulch playground surfacing and drainage improvements. The project location is at Lewis Park located at 475 Campbell Hill Street in Marietta per City of Marietta bid number RFB 13-111513 and specifications attached hereto, all of which are made a part hereof.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Contractor agrees to commence with the work: within ten days of issuance of purchase order.
- 3.2 And further agrees to complete all work not later than: **Sixty** days after start of project.
- 3.3 The time schedule may be extended by reason of delay, changes, additions, deletions or other reasons called for and allowed by the Owner.
- 3.4 If in the opinion of the Owner, the Contractor is not proceeding with reasonable diligence to the performance of any part of his work, thereby impeding the

progress of the work, the owner may direct the Contractor to perform such work during overtime hours, and the Contractor agrees to perform such overtime work, if so directed, without additional compensation. The Owner may terminate this Agreement with the Contractor after 48 hours written notice, and procure the materials, equipment and labor necessary to proceed with or complete the work and charge the cost thereof to the Contractor.

ARTICLE 4: CONTRACT SUM

- 4.1 The Owner shall pay to the Contractor \$ [REDACTED] in current funds for the Contractor's performance of the Contract, subject to additions or deletions as may be mutually agreed by Written Change Order.
- 4.2 The Contract amount may be adjusted for any of the following options (listed if applicable) as accepted by the Owner and by issuance of Change Order to the Contract Documents.

ARTICLE 5: PAYMENTS

- 5.1 The Owner shall pay the Contractor for performance of the work thirty (30) days after completion and acceptance of the work by the Owner.

ARTICLE 6: CHANGES

- 6.1 The Contractor shall not be entitled to receive any extra compensation of any kind whatsoever for extra work of any kind, regardless of whether the same was ordered by the Owner or any of its representatives unless such extra work is given in writing and signed by an authorized representative of the owner. The Contractor specifically agrees that he will make no claim that he was authorized to do extra work or make modification in his work by the Owner or any representative at the site or elsewhere and , if such work was so ordered and the Contractor has performed the same, but has received no written order thereof as herein provided, the Contractor shall and hereby does waive any claim for extra compensation thereof except as in this article.

ARTICLE 7: ASSIGNMENT

- 7.1 The Contractor shall not assign this contract or sublet any portion of the work unless prior written approval is obtained from the Owner.

ARTICLE 8: GUARANTEE

- 8.1 The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year after completion and acceptance of the work.

ARTICLE 9: MATERIALMAN LIENS

- 9.1 In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made on the Owner for payment, the Owner shall have the right to make such payments and deduct the sum from the amount that may be due the Contractor. The Contractor shall indemnify and hold harmless the Owner from any and all liens.

ARTICLE 10: FORCE MAJEURE

- 10.1 In the event that the Contractor is delayed at any time in the progress of the work due to labor disputes, fire, abnormal weather conditions not reasonably anticipated, unavoidable casualties or causes beyond Contractors control, then the completion time shall be extended by Change Order for such reasonable time as the Owner may determine.

ARTICLE 11: INDEMNIFICATION

- 11.1 The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 The Contractor agrees that on the selection of any subcontractor by him or the use of workmen or employees that he will not in any way discriminate against any person, company or corporation due to race, nationality of origin.

ARTICLE 13: PROTECTION OF WORK

- 13.1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.
- 13.2 The Contractor agrees to keep the premises free from rubbish and debris resulting from his work. In the event the Contractor fails to do so after 48 hours written notice from the Owner, the Owner will without further notice to the Contractor, remove such rubbish and debris and charge the cost of removal to the Contractor.

ARTICLE 14: CLEANING

- 14.1 Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus materials, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, Owner shall have the right to have his work done by others and deduct the cost thereof from the payment due contractor thereunder.

ARTICLE 15: PROTECTION OF PROPERTY AND PERSONS

- 15.1 The Contractor will adequately protect work performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the

property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in connection with the completion of the work. Damage to existing utilities or site improvements caused by the contractor are the full responsibility of the contractor, and shall be repaired or replaced at his cost, subject to Owner's approval.

ARTICLE 16: EXAMINATION OF SITE

- 16.1 Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that he will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination. Contractor to carefully examine the Contract Documents and existing condition before submitting bid. Bidder shall inform Owner of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that contractor approves of all information provided and assumes all liabilities and responsibilities.

ARTICLE 17: PERMITS, LICENSES AND COMPLIANCE WITH LAW

- 17.1 In connection with the work to be performed, Contractor at his expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder.

ARTICLE 18: WAIVER OF CLAIMS, LIENS, ETC.

- 18.1 Contractor individually and on behalf of his sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the Owner from all attachments, claims and liens against Owner and Owner's property by reason of labor or materials or both, furnished for the work under this Independent Contract Agreement.

ARTICLE 19: TITLE AND RISK OF LOSS

- 19.1 Title to all completed or partially completed work on the Owner's property and to all materials to be incorporated in the work stored at Owner's property shall be in the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored at Owner's property from any cause whatsoever until the work has been completed and accepted by Owner.

ARTICLE 20: ASSIGNMENT AND SUBCONTRACTS

- 20.1 The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the Owner. The Contractor agrees to bind every subcontractor approved by the Owner to all of the terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

ARTICLE 21: TERMINATION FOR THE CONVENIENCE OF THE OWNER

- 21.1 Owner may terminate this Agreement in whole or part for its convenience by written notice to the Contractor. In such event, Owner will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactorily completed for which payment has not theretofore been made. In no event shall Owner be liable for cancellation charges in excess of the Agreement Price, or unabsorbed shop overhead or anticipatory profit.

ARTICLE 22: TERMINATION FOR CAUSE

- 22.1 Owner may terminate this contract for cause in the event of a default by Contractor. In such event, Owner shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold Owner harmless from any damage occasioned by Contractor's breach or default.

ARTICLE 23: INSPECTION

- 23.1 The Owner shall have access to and the right to inspect all work in the course of construction.

ARTICLE 24: INDEPENDENT CONTRACTOR

- 24.1 Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of Owner. Contractor shall at all times act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work.

ARTICLE 25: DRUG-FREE WORKPLACE

- 25.1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- 25.2 If Contractor is an entity other than an individual, it hereby certifies that:
- A. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract; and
 - B. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with contractor.
- 25.3 Contractor may be suspended, terminated, or debarred if it is determined that:
- A. The Contractor has made false certification herein above; or

- B. The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

The Owner and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

Owner: City of Marietta

Contractor:

Date: _____

Name

Approved:

Title

William F. Bruton, Jr.
City Manager

Witness

Attest:

Date

Stephanie Guy
City Clerk

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	CITY OF MARIETTA
City Solicitation/ Contract No.:	Lewis Park Site Improvements

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Marietta, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Marietta at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	CITY OF MARIETTA
City Solicitation/ Contract No.:	Lewis Park Site Improvements

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the city contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the City of Marietta within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor's Name:	
Subcontractors:	

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	CITY OF MARIETTA
City Solicitation/ Contract No.:	Lewis Site Improvements

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the City of Marietta identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify™ User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

PROJECT MANUAL

FOR

LEWIS PARK SITE IMPROVEMENTS RFB 14-111513



The Department of Parks, Recreation & Facilities
205 Lawrence Street
Marietta, GA 30061
Contact: Rich Deckman, Project Manager
Phone (770) 794-5601
Fax (770) 794-5635
Direct (770) 794-5607

OCTOBER 17, 2013

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Bid Form

General Conditions of the Contract (Reference AIA A201 -2007 not attached)

SPECIFICATIONS (TECHNICAL SPECIFICATION ON PLANS)

DIVISION 1 – GENERAL INFORMATION

01100	Summary
01250	Modification Procedures
01270	Unit Prices
01290	Payment Procedures
01310	Project Management and Coordination
01330	Submittal Procedures
01420	References
01770	Closeout Procedures

DRAWINGS

Sheet #	Description
1	Site Plan / Details

BIDDER TO FILL OUT ALL INFORMATION BELOW THIS LINE:

BIDDER _____

BIDDER ADDRESS _____

PHONE NUMBER _____

Operating as **<strike out conditions that do not apply>** an Individual, a Company, a Corporation, organized and existing under the law of the State of Georgia or a Proprietorship, a Partnership, or Joint Venture consisting of:

<Insert Venture Members> _____

1. BASE BID:

1.1 Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents titled: **Lewis Park Site Improvements**, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, taxes, permits and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

A. Base Amount \$ _____

B. Total value of the Unit Prices item listed
In item 6 below \$ _____

TOTAL BASE BID \$ _____

Total Base Bid = item A + B above

_____ Dollars

Insert Written Amount

The above said amount being hereinafter referred to as the Base Bid or Base Proposal.

1.2 If the Contractor is given a Notice of Award by the Owner, within Sixty (60) calendar days after receipt of bids, the Contractor agrees to execute a contract for the above-named project work and the above-stated consideration on the form required within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the first page of this proposal as the address to which a Notice of Award of this Construction Contract may be delivered and to which all official correspondence and notices may be mailed, or delivered, unless the Owner is otherwise notified in writing by the Contractor.

2. ALTERNATES: (NOT USED)

3. ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda:
(by number and date appearing on addenda.)

<u>ADDENDA NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

4. TIME OF COMPLETION:

The undersigned agrees to complete the work within **45 calendar days from notice to proceed**. The Contractor shall commence the Work within **5 business days** from receipt of The Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time." All dates are subject to site availability.

5. LIQUIDATED DAMAGES

- 5.1 The Contractor shall pay the Owner the sum of \$ 100.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

6. UNIT PRICES:

Unit prices shall include all labor, equipment, and material, overhead and profit. Unit prices contained in the Bid Form are subject to negotiation as provided by Georgia Law before execution of the Owner-Contractor Agreement. The following are the unit prices for this project:

7. Base Bid includes all work described in the project description and items 1 thru 6 described below.

No.	Item	Unit	Estimated Quantity	Unit Price	Total
1.	Furnish, prepare and install Sod (TifGrand)	SF	2,500	_____	_____
2.	Furnish and install Safety Mulch (blown in)	CY	60	_____	_____
3.	Furnish and install Wall Cap	LF	90	_____	_____
4.	Furnish and install Modular Block	FF	270	_____	_____
5.	Furnish, and install Type C (C-pop)Silt Fence	LF	100	_____	_____
6.	Furnish and install Rock Bags (Inlet Protection)	EA	24	_____	_____

Total Value of Unit Items (to be added to the Base Bid above) \$ _____

The quantities of the items above are inclusive of the material required for this project.

The quantity of materials will be verified by the City's representative. Receipts for the material placed shall be submitted with the monthly pay applications. Should the amount or portion thereof included in the Base Bid for these items not be used, a change order will be initiated to credit the City the difference at the bid unit price.

The undersigned represents that the unit prices listed above are complete as specified in Section 01 2200, acknowledges that the quantities are not guaranteed, and agrees that payment will be based on the actual quantities. (Prices must be entered for all blanks in the schedule). Quantities in excess of the estimated amount will be paid at the unit price, upon verification by the City's representative.

8. BID SECURITY: (NOT USED)

9. GENERAL STATEMENT:

- 9.1 The undersigned has checked all of the above figures, and understands that the Owner the Design Consultant will not be responsible for any errors or omissions on part of undersigned in preparing this Proposal.
- 9.2 In submitting this Proposal, it is understood that the right is reserved by Owner to reject any or all bids and waive all informalities in connection therewith. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from time of opening.
- 9.3 The undersigned hereby acknowledges that he has read and understands the Drawings, Specifications, Addenda and all other Contract Documents pertaining to this project. The undersigned certifies that the Contract Documents are, in his opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intent of the Contract Documents. The undersigned further certifies that he has, or has available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract Documents and within the time specified therein. The Bidder certifies that he has made allowances for normal inclement weather indigenous to the Project site.

10. THE FOLLOWING INFORMATION SHALL BE PROVIDED AS PART OF THIS PROPOSAL:

- 10.1 Legal Name of Firm:
- 10.2 If the Firm is a corporation, state that the corporation is organized under the laws of the State of _____
- 10.3 The contractor shall affix his corporate seal on this Proposal.
- 10.4 If Firm is a partnership, state names of partners:
- 10.5 If the Bidder is a Joint Venture, so state and indicate the firms within the Joint Venture and their contractual relationships concerning liability and rights among one another.
- 10.6 If Firm is an individual using a trade name, state name of individual:
- 10.7 Contractor's Tax number and, if applicable, The Contractor's Registration Number:
- 10.8 The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.
- 10.9 It is agreed that no person or persons or company other than the firm listed below, or as otherwise indicated, has any interest whatsoever in this Proposal or the contract that may be entered into as a result of the Proposal and that in all respects the proposal is legal and firm, submitted in good faith without collusion or fraud.
- 10.10 It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the contract to him and/or in the prosecution of the work required.
- 10.11 This Proposal has been prepared using sub-bids received from the firms listed in Exhibit G below:

11. CONTRACTOR'S LEGAL ACKNOWLEDGEMENT BY HIS SIGNATURE ON THIS PROPOSAL:

Respectfully submitted, this _____ day, of the month of _____, in the year _____.

Firm (Name): _____

(Address): _____

(Signature): _____

(Typed Name): _____

(Title): _____

SEAL (IF BIDDER IS A CORPORATION):

12. STATEMENT OF BIDDER'S QUALIFICATIONS

(Enclosure with Proposal)

Name of Bidder: _____

Business Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you been engaged in the contracting business under the present firm

Financial Statement _____

Credit Available for this Contract \$ _____

Contracts now in hand, Gross Amount \$ _____

Have you ever refused to sign a contract at your original bid? _____

Have you ever been declared in default on a contract? _____

Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public).

Date _____

Firm Name _____

By _____

Title _____

Notary Public: _____

(SEAL)

My Commission Expires: _____