

REQUEST FOR BIDS

**WATER HEATER INSTALL AT PUBLIC SAFETY
BUILDING
RFB-16-38931**



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

TABLE OF CONTENTS

**REQUEST FOR BID NO. RFB-16-38931
FOR
WATER HEATER INSTALL AT PUBLIC SAFETY BUILDING**

TITLE	PAGE
INSTRUCTIONS TO BIDDERS	1 - 10
INDEPENDENT CONTRACT AGREEMENT	ICA 1-6
SCOPE OF WORK Exhibit C	S -1
BID FORM	BF-1



**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:

10:30 a.m. June 9, 2016

For the following:

WATER HEATER INSTALL AT PUBLIC SAFETY BUILDING

RFB-16-38931

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "E" (Page BF-1) and attached hereto.

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

ARTICLE 2 PREBID CONFERENCE

There shall be a mandatory prebid conference held on Thursday, June 2, 2016 at 9:00 A.M. which will be located at Marietta Municipal Courts Building, 240 Lemon St, Marietta, GA, 30060. Meet in front of the building where the flags are flying.

ARTICLE 3 OPENING LOCATION & TIME

This bid shall be opened at 10:30 A.M., Thursday, June 9, 2016 at the City of Marietta, Purchasing Division, First Floor, and 205 Lawrence Street, Marietta, Georgia 30060. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Under no circumstance shall bids delivered after the specified time be considered. Such bids will be returned unopened.

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 Division 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 Division. 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.

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 Dorough, (770) 794-5698, The City of Marietta, Purchasing Division. 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 Division at (770) 794-5698 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 Division. 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 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

The bidder shall provide appropriate proof of an business license.

ARTICLE 8 SEALED & MARKED

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

**REQUEST FOR BID
RFB-16-38931
Water Heater Install**

**and addressed to: City of Marietta, Purchasing Division
 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 IRREVOCABLE 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.

Instructions to Bidders

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 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

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and 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.

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)
INDEPENDENT CONTRACT AGREEMENT**

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

BETWEEN the Owner:

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

and the Contractor:

The Project is: Water Heater install at Public Safety Building

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 disconnect and remove old boiler and install a commercial grade water heater at the Public Safety Building (Municipal Courts) per City of Marietta bid number RFB-16-38931, and specifications as listed on attached Exhibit C dated May 9, 2016 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: ten days after start of work
- 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 \$_____ 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 theretofor 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. The contractor will agree that no person supplied by it in the performance of the contract are employees of the City/BLW, and further agree that no rights of City/BLW employment, including civil service, retirement, or personnel rules accrue to such persons. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholding, workers' compensation, occupational disease compensation, unemployment compensation, and other benefits, taxes and premiums appurtenant thereto concerning such persons provided by such contractor in the performance of such contract and shall save and hold the City/BLW harmless with respect thereto.

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

EXHIBIT C

Specifications for Public Safety Water Heater

Objective:

Install a water heater at Public Safety

Water Heater Specs:

Commercial Grade 120 Gallon 480 Volt water heater.

Prep:

Contractor shall disconnect and remove old boiler. Old boiler will have to be cut up and taken out in sections.

Installation

Water heater shall be installed, plumbed and wired according to code.

Contractor will be responsible for a complete turn-key installation.
Contractor will be responsible for the removal and disposal of old boiler.

Contractor shall leave work site clean daily.

Direct bid or purchasing questions to:

Cindy Dorough, CPPB
Purchasing Agent III
City of Marietta
Phone (770) 794-5698
cdorough@mariettaga.gov

Any and all addendums related to this bid shall originate from the City of Marietta Purchasing Division.



CITY OF MARIETTA/BOARD OF LIGHTS AND WATER
WATER HEATER INSTALL AT PUBLIC WORKS BUILDING
(MUNICIPAL COURTS BUILDING)
RFB-16-38931

ITEM	DESCRIPTION	AMOUNT
1	Provide product and labor to install, plumb, and wire new water heater and to disconnect and remove old boiler at the City of Marietta Municipal Courts Building located at 240 Lemon Street, Marietta, GA	\$ _____

Days to complete project: _____

Bid submitted by:

Company Name: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Print Name: _____

Telephone: _____ Fax: _____

Date _____

e-mail _____

Tax ID number _____