

INVITATION TO BID

ITB 14-04

Crosswalk Intersection Repairs

Michael G. Davis Mayor

Denis Shortal City Council Post 1
Jim Riticher City Council Post 2
Doug R. Thompson City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

CITY OF DUNWOODY

Invitation to Bid 14-04

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for **Crosswalk Intersection Repairs** for the Department of Public Works.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the **ITB 14-04** and Company Name. Bids will be received until **3:00 P.M.** local time on Tuesday, April 22, 2014 at the City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:05 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 11:00 a.m., Thursday, April 3, 2014** at the City of Dunwoody, Courtroom, 41 Perimeter Center East, First Floor, Dunwoody, GA 30346. 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 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 678-382-6750, no later than Monday, April 7, 2014 by 3:00 P. M.. 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 contractor 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 outlined in the specifications.

BID FORM

**TO: PURCHASING MANAGER
CITY OF DUNWOODY
DUNWOODY, GEORGIA 30346**

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:

Crosswalk Intersection Repairs

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 construction drawings prepared by Lowe Engineers, Incorporated, Georgia Department of Transportation *Standard Specifications* (current edition), the documents included in the Invitation to Bid and applicable requirements of the Americans with Disability Act. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

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 “lump sum” quantities as 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 180 calendar days from the “Notice to Proceed”.

Attached hereto is an executed Bid Bond or certified check on _____(bank) of _____(City) _____(State) in the amount of _____ Dollars (\$ _____ -- Five Percent of Amount Bid).

If this bid shall be accepted by the City of Dunwoody and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within 10 days from the date of Notice of Award of the Contract, then the City of Dunwoody may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Dunwoody as liquidated damages.

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 _____, 2014.

Bidder _____
(Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

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

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
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346**

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent of the base bid, payable to the City of Dunwoody. Said Bid Bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance (PERFORMANCE BOND) on the contract and a bond to secure payment (PAYMENT BOND) of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to 100 percent of the contract price.

The Successful Bidder shall also be required to furnish a MAINTENANCE BOND, in the amount of one-third of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one year from the completion of construction.

Bonds shall be issued by a corporate surety that appears on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

Name _____ of _____ Contractor:

Address _____ of _____ Contractor:

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

City of Dunwoody Georgia
(Name of Obligee)
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Dunwoody, Georgia, a proposal for furnishing materials, labor and equipment for:

Crosswalk Intersection Repairs

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within 10 days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Dunwoody, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Dunwoody, Georgia, each in an amount of 100 percent of the total Contract Price, in form and with security satisfactory to said the City of Dunwoody, Georgia, and otherwise, to be and remain in full force and virtue in law; and The Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Dunwoody,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. and SS 36-86-101, et. Seg., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2014.

ATTEST:

(Principal Secretary)

(Principal)

(Seal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Dunwoody, Georgia
(Name of Obligee)
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for: _____

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or

to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2014.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Dunwoody Georgia

(Name of Obligee)

41 Perimeter Center East, Suite 250

Dunwoody, Georgia 30346

(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of _____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on

which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2014.

ATTEST:

(Principal Secretary)

(Principal)

(Seal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact) and Resident

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

MAINTENANCE BOND

CITY OF DUNWOODY, GEORGIA

PROJECT NO: _____ **DEKALB COUNTY, GEORGIA**

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF DUNWOODY, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Dunwoody for the **Crosswalk Intersection Repairs**. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one year beginning _____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Dunwoody from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this _____ **day of** _____, **2014**

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

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
Here _____ Company _____ Name _____

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: _____

SPECIFICATIONS

Crosswalk Intersection Repairs

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 Public Works Director or his representative. The project locations are as follows:

Ashford Dunwoody Road / Meadow Lane
Ashford Dunwoody Road / Hammond Drive
Perimeter Center Parkway / Marta Station Entrance
Hammond Drive / Perimeter Center Parkway
Ashford Dunwoody Road / Ravinia Drive
Ashford Dunwoody Road / Perimeter Center West

Unless otherwise specified all work shall be completed in accordance with the Construction Drawings prepared by Lowe Engineers Incorporated, Georgia Department of Transportation Standard Specifications (current edition), other documents 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 Public Works Director or his representative.

All qualified bidders shall familiarize themselves with the general specifications included in this document. These specifications outline the expected standard level of performance for the project(s) and shall be adhered to accordingly.

All submitted and awarded bids shall be valid for a period of 18 months.

The exhibit drawings included are approximate and not based on field survey data. It is the bidder's responsibility to evaluate and estimate each intersection. Unit quantities for each intersection shall be determined and indicated on the included matrix by the bidder. It is recommended that the proposed project(s) be visited in the field to facilitate understanding of the project(s).

As part of the bid submittal, a project cost and schedule shall be prepared for each intersection indicating the time required to complete upon receiving Notice to Proceed. Each intersection shall be priced separately and unit costs must be included for all materials, including undercutting and over-excavation, per the included matrix. Time is of the essence for completing each project(s) once construction begins, as it impacts traffic and accessibility in highly traveled and congested areas. Schedule adherence will be paramount in the performance of work.

Unimpeded travel in roadways must be available by 6:00 A.M. sharp Monday through Friday for work performed along Ashford Dunwoody Road. All unfinished repair work shall be covered with steel plate as required in a secure and travelable fashion. All equipment, cones, and material shall be clear of the roadway. The allowable work hours defined within section "Traffic Control" must be strictly adhered to at all times for work performed along Ashford Dunwoody Road and Hammond Drive. Daytime work will be allowed along Peachtree Center Parkway

during non-peak hours as directed and coordinated with the City and PCID.

Up to two intersections may be worked on at one time based on proximity considerations to increase efficiency. Prior to multiple intersection work, contractor shall coordinate with the City and PCID to verify and minimize traffic interruption and impacts.

Temporary paint striping must be installed for all crosswalks.

Work will be scheduled during warm months such that conditions are conducive for construction and paving activities.

For existing concrete demolition, contractor shall assume an existing concrete thickness of 8". Documented cases of sections that substantially exceed a depth of 8" will be considered additional work for the contractor and compensated for accordingly.

Contractor shall be responsible for obtaining utility location and marking prior to beginning any work. Contractor shall also arrange staging/stockpiling locations and permission from property owners as necessary prior to beginning any work.

The City shall have control over prioritization and order of construction for crosswalk repairs. Priority of work and installation phasing may occur for a period of up to 18 months.

Certificates of Insurance shall be obtained and provided per the City of Dunwoody Insurance Requirements, and shall include as additional insured both "Central (DeKalb) Perimeter Community Improvement Districts" and "The Construction Manager", and be indicated on the certificate(s) as indicated below:

Central (DeKalb) Perimeter Community Improvement Districts (PCIDs)
One Ravinia Drive – Building One, Suite 1125
Atlanta, Georgia 30346

Upon award and prior to beginning work, a pre-construction conference shall be held which will include representatives from the City, PCID, and the construction manager. This meeting will be used to confirm the project(s) schedule, discuss traffic control, staging plans, inspection requirements, clarify any items of concern, and discuss other items as necessary.

Patterned crosswalks adjacent to or in the near vicinity of asphalt activities must be protected at all times from vehicle tracking and damage. Asphaltic materials cannot be removed by pressure washing or sanding. The contractor shall bear the responsibility of protecting and preventing damage to crosswalks as described above. Existing crosswalks damaged under these circumstances will be replaced at the contractor's expense.

Contractor shall have readily available access to all materials required for construction, including materials that may be required for unforeseen circumstances and repairs, such as flowable fill for voids found during construction, etc. In the event of unforeseen circumstances where emergency backfill stone is required the contractor shall have the ability to purchase such emergency materials from the City of Dunwoody in order to maintain roadway service and minimize traffic impacts.

GDOT standard specifications shall be the governing requirements unless otherwise specified.

ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, equipment and incidentals necessary for the installation of asphalt concrete pavement. Including but not limited to the following:
 - 1. Bituminous concrete paving.
 - 2. Surface course.
 - 3. Binder course.
 - 4. Paving base course.
- B. Design Requirements: Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations that meet standard state highway specifications and exhibit satisfactory records of previous installations.
- C. The Contractor shall provide barricades, warning signs, and warning lights around open excavations as necessary to prevent injury to persons.
- D. The Contractor is solely responsible for determining the potential for injury to persons and damage to property. Where such potential is present, the contractor shall take appropriate measures to protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

1.2 REFERENCE DOCUMENTS

- A. Department of Transportation, State of Georgia, Standard Specifications, Current Edition.
- B. City of Dunwoody/DeKalb County Standards and Specifications, Current Edition.

1.3 SUBMITTALS

- A. For each material, submit certification of compliance with requirements of the contract documents.

1.4 QUALITY ASSURANCE

- A. General: Work of this section shall be performed in the presence of the Owner's representative.
- B. Perform testing and inspection in accordance with requirements of the referenced standard.

1.5 PROJECT CONDITIONS

- A. Comply with environmental requirements specified in the referenced standard for each type of construction and paving material.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide materials as required or recommended for paving construction by the referenced standard and as indicated on the drawings.

2.2 BASE COURSE

- A. Base Course: As indicated on Drawings, complying with applicable state highway specifications regarding source, quality, gradation, liquid limit, plasticity index and mix proportioning.

2.3 PRIME COAT

- A. Prime Coat: Reference GDOT Section 412, current edition.

2.4 ASPHALT CONCRETE SURFACE COURSE

- A. Asphalt concrete surface type and thickness shall be as shown on the Drawings.
- B. Reference GDOT Subsection 400.3.05, E – F

2.5 TACK COAT

- A. Reference GDOT Section 413, current edition.

2.6 MINERAL FILLER

- A. Reference GDOT Subsection 400.02.B.5.

2.7 ASPHALT-AGGREGATE MIXTURE

- A. Reference GDOT Section 828, current edition.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with cross sections, elevations, and grades indicated on the drawings.
- B. Examine, prepare, and install pavements in accordance with the contract documents and with applicable provisions of the referenced standard.
- C. Perform paving work when the weather is dry, the subgrade is thawed and dry, and the temperature of the surrounding air is at least 40°F.

3.2 EXAMINATION

- A. Verification of Sub-base Conditions:

1. Verify that sub-base is dry and in suitable condition to support paving and imposed loads.
2. Notify Owner in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.
3. Commencement of paving work shall constitute acceptance of sub-base conditions.

3.3 GENERAL PREPARATION

- A. Immediately before placing asphalt concrete mix, remove all loose or deleterious material from surface over which pavement will be placed. Ensure that sub-base is properly prepared to receive paving. Include tack coat on binder.

3.4 SUBGRADE PREPARATION

- A. Bring subgrade to line and grade and shape to indicate cross slope. Compact to 98 percent standard proctor maximum dry density (ASTM D698). Remove and dispose of all soft and unstable material, and replace with compacted fill or base material. Protect subgrade from traffic damage, water ponding and washouts.

3.5 BASE COURSE INSTALLATION

- A. Perform base course construction in a manner that will drain surface properly at all times and at the same time prevent runoff from adjacent areas from draining onto base course construction.
- B. Compact base material to not less than 100 percent of optimum density as determined by ASTM D 698 or 95 percent of optimum density, as determined by ASTM D 1557, unless otherwise indicated on the Drawings.
- C. Granular Base: Construct to thickness indicated on Drawings. Apply in lifts or layers not exceeding 8 inches, measured loose.

3.6 APPLICATIONS

- A. Tack Coat:
 1. Apply to contact surfaces of previously constructed bituminous concrete base courses or Portland cement concrete and surfaces abutting or projecting into bituminous concrete or into bituminous concrete pavement.
 2. Apply emulsified asphalt tack coat in accordance with GDOT Section 413, current edition.
 3. Allow to dry until at proper condition to receive paving.

3.7 BINDER AND SURFACE COURSE INSTALLATION

- A. Whenever possible, all pavement shall be spread by a finishing machine; however, inaccessible or irregular areas may be placed by hand methods. The hot mixture shall be spread uniformly to the required depth with hot shovels and rakes. After spreading, the hot mixture shall be carefully smoothed to remove all segregated course aggregate and rake marks. Rakes and lutes used for hand spreading shall be of the type designed for use on asphalt mixtures. Loads shall not be dumped faster than they can be properly spread. Workers shall not stand on the loose mixture while spreading.
- B. Joints: Make joints between old and new pavements or between successive days and work in a manner that will provide a continuous bond between adjoining work. Construction joints shall have same texture, density, and smoothness as other sections of bituminous concrete course. Clean contact surfaces of all joints and apply tack coat.

3.8 INSTALLATION

- A. Placing the mix:
 - 1. Place asphalt concrete mix on prepared surface and strike off. Place inaccessible and small areas using hand tools.
 - 2. Before rolling operations begin, check surface using template and straightedge, and correct irregularities.
- B. Joints: Construct joints to form continuous bond between adjoining portions of work. Apply tack coat to existing surfaces prior to paving against adjoining areas. Ensure that texture and density of pavement are continuous across the joint. Surface across joint shall form smooth, uninterrupted plane and shall not pond water.
- C. Rolling:
 - 1. Start rolling operation as soon as hot mix will bear weight of roller and can be compacted without unacceptable displacement of material.
 - 2. Comply with roller manufacturers recommended rolling speed, but in no case exceed 3 miles per hour.
 - 3. Avoid sharp turns and abrupt starts and stops.
 - 4. Compact mixture in areas inaccessible to rollers using hot hand tampers or

vibrating plate compactors.

5. Breakdown rolling:
 - a. If grade is not absolutely level, begin breakdown rolling on low side of spread. Progress toward high side.
 - b. Examine surface immediately after breakdown rolling. Repair as necessary by loosening material in defective areas and filling with hot material.
 6. Second (intermediate) rolling:
 - a. Execute second rolling as soon as possible after breakdown rolling, while mixture is still hot enough to achieve maximum density.
 - b. Continue repeating the pattern until mixture has been compacted thoroughly.
 7. Finish rolling:
 - a. Execute finish rolling while mixture is sufficiently warm to allow removal of roller marks.
 - b. Continue rolling operation until maximum density is achieved and roller marks are entirely eradicated.
- D. Patching: Remove paved areas which are contaminated with foreign materials or which are defective in any way. Replace removed material with fresh, hot mix. Compact by rolling until maximum density and smoothness are achieved and there is no detectable variation between patch and adjacent paving.
- E. Restriction of traffic:
1. Upon completion of rolling operations, do not permit vehicular traffic on pavement until it has cooled and hardened sufficiently.
 2. Erect clearly visible barricades and take other measures as required to protect pavement.

TRAFFIC CONTROL (Reference: GDOT special provision 150)

A. WORK HOURS:

1. The Contractor shall not install lane closures, perform flagging, or move equipment on the travel way between the hours of 6:00 a.m. to 8:00 p.m. Monday thru Friday.
2. The Contractor shall not install lane closures, perform flagging, or move

equipment on the travel way from the Wednesday before Thanksgiving Day to the first Business day after New Year's Eve.

3. Double lane closures are not allowed at any time.

B. PEDESTRIAN ACCESSIBILITY:

The Contractor shall, at a minimum, provide pedestrian accessibility along at least one side of each roadway within the project limits at all times. Pedestrians shall be given access to usable sidewalk facilities at all signalized intersections throughout the duration of construction activities. Pedestrian phases at signalized intersections shall not be taken out of service for a period longer than 48 hours. Upon removal of existing concrete crosswalks, the contractor shall install new, crosswalks within a 30 calendar day period.

C. DRIVEWAY ACCESS:

At no time shall the contractor or any of its authorized agents block, obscure, or impede any driveway unless prior, written approval is obtained from PCID. This includes temporary activities such as loading and unloading of materials. At no time shall materials or construction equipment be stored on private property unless written permission has been obtained from the property owner.

D: WORKZONE LAW ENFORCEMENT

Workzone law enforcement consists of utilizing uniformed police officer(s) equipped with a marked patrol vehicle and blue flashing lights to enforce traffic laws in construction workzones and the administration of this service. Payment for Workzone law enforcement shall be made only for its utilization in workzones during lane closures, traffic pacing, or other activities that occur within travel lanes. The Contractor shall be responsible for coordinating and scheduling the utilization of the Workzone Law Enforcement.

Workzone Law Enforcement will be measured and paid for by the hour up to maximum number of hours indicated by successful bidder and agreed upon by the City of Dunwoody as included in the Contract. The Department will not pay for any Workzone Law Enforcement beyond the number of hours agreed upon and included

in the Contract. The cost for utilization above the number of hours included in the Contract shall be included Lump Sum price bid for Construction Complete.

The Contractor shall provide a daily work record containing the actual number of hours charged by the police officer, to be paid by the Department. The daily work record shall be compiled on form provided by the Department, signed by the police officer and the Contractor's Worksite Traffic Control Supervisor attesting that the police office was utilized during the hours recorded.

Payment shall be full compensation for reimbursing the law enforcement agency, and for all other cost incurred by the Contractor in coordinating, scheduling, and administering the item Workzone Law Enforcement.

Failure in maintaining any of the criteria listed in Section "TRAFFIC CONTROL", subsections A, B, C, and/or D, will result in the assessment of Liquidated Damages as specified in Section "PROSECUTION AND PROGRESS".

CLEANING UP

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Contractor shall keep the project site free from accumulation of waste materials and rubbish at all times during the construction period. At completion of the Work, he shall remove all waste materials and rubbish from and about the project, as well as his tools, construction equipment, machinery and surplus materials, except those specifically required by the Contract Documents to be left for the Owner's maintenance.
- B. If Contractor fails to keep project clean or to clean up prior to Date of Substantial Completion, the Owner may do so as provided in the General Conditions, and the cost will be charged to the Contractor.

1.2 SAFETY REQUIREMENTS

- A. Store volatile waste in covered metal containers. Remove from project site daily.
 - 1. Allow no volatile wastes to accumulate on project site.

2. Provide adequate ventilation during use of volatile substances.
- B. Do not burn or bury waste materials or rubbish on project site.
- C. Dispose of no volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains, on pavements, in gutters or on project site.
- D. Dispose of no waste or cleaning materials containing materials harmful to plant growth on project site. As quickly as possible, clean up materials which are accidentally spilled.

1.3 CLEAN-UP DURING CONSTRUCTION

- A. Execute cleaning procedures to ensure that building, project site and adjacent properties are maintained free from debris and rubbish.
- B. Wet down materials subject to blowing. Throw no waste materials from heights.
- C. Provide covered on-site containers for waste collection. Place all waste materials and rubbish in containers in an expeditious manner to prevent accumulation. Remove waste from project site when containers become full.
- D. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off project site.
- E. Dispose of no materials in waterways.

PROSECUTION AND PROGRESS

For this project, an overall completion date has been or shall be established.

1. The Contractor will be allowed to install lane closures in accordance with Section “TRAFFIC CONTROL”. Accordingly, once the Contractor installs the lane closure, the lane closure may remain in place during those hours allowed in Section “TRAFFIC CONTROL”. For each hour after those specified in Section “TRAFFIC CONTROL” that the lane closure is in place, Liquidated Damages in the amount of \$35.00 per minute shall be assessed until such time that the lane closure is removed. In the event that a lane closure must remain in effect beyond the allowable work hours due to an emergency situation such a damaged unmarked utility, etc. and the closure is due to circumstances beyond the contractor’s control, liquidated damages will NOT be assessed.
2. The Contractor will be allowed to install pedestrian facility closures in accordance with Section “TRAFFIC CONTROL”. Accordingly, once the Contractor installs the pedestrian facility closure, the facility closure may remain in place during the durations

allowed in Section "TRAFFIC CONTROL". For each day that pedestrian access is completely inhibited along both sides of the roadway, Liquidated Damages in the amount of \$2,000 per calendar day shall be assessed until such time that the pedestrian accessibility is restored.

3. For each day in excess of the initial 48 hours that pedestrian phases at signalized crossings are taken out of service, Liquidated Damages in the amount of \$2,000 per calendar day shall be assessed until such time that the pedestrian accessibility is restored.
4. The City of Dunwoody may suspend the contractor's work at any time during the project.

The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

Failure or Delay in Completing Work on Time/Liquidated Damages

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

When the Contract Time is on the calendar day or completion date basis, the schedule for calendar days shall be used. When the Contract Time is based on an available day basis, the schedule for available days shall be used. For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work previously agreed to by both parties, as may be required from time to time.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
\$0	\$50,000	\$105	\$ 75
\$50,000	\$100,000	\$150	\$110
\$100,000	\$500,000	\$210	\$150
\$500,000	\$1,000,000	\$350	\$225
\$1,000,000	\$2,000,000	\$420	\$300
\$2,000,000	\$5,000,000	\$630	\$450
\$5,000,000	\$10,000,000	\$840	\$600
\$10,000,000	\$20,000,000	\$1,050	\$800
\$20,000,000	\$40,000,000	\$1,900	\$1,000
\$40,000,000	—	\$4,000	\$2,100

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City of Dunwoody after the expiration of the time for completion specified in the Contract. The Contractor shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the the City of Dunwoody and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction From Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction From Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor.

EXHIBIT B**BID SCHEDULE-CROSSWALK REPAIR**

Intersection: Ashford Dunwoody/Meadow Lane

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

Intersection: Ashford Dunwoody Road/Hammond Drive

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

Perimeter Center Parkway/Marta Station Entrance

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

Intersection: Hammond Drive/Perimeter Center Parkway

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

Intersection: Ashford Dunwoody/Ravinia Drive

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

Intersection: Ashford Dunwoody/Perimeter Center West

Material:	Units:	Unit Cost:	Total:
GAB	CY:	\$ /CY	\$
19mm SP	SY:	\$ /SY	\$
12.5mm SP	SY:	\$ /SY	\$
Temporary Striping (Paint)	LF:	\$ /LF	\$
Undercut/Remove Unsuitable Soil	CY:	\$ /CY	\$
No. 57 Stone Backfill	Ton:	\$ /Ton	\$
No. 34 Stone Backfill	Ton:	\$ /Ton	\$

O.C.G.A. § 50-36-1(e)(2) Affidavit Verifying Status for City Public Benefit

****This form is required for ALL LICENSES/PERMITS/CONTRACTS by State Law****

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit(s)], as referenced in O.C.G.A. § 50-36-1, from the City of Dunwoody, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen

(Must include copy of either current State Driver’s License, Passport, or Military ID)

2) _____ I am a legal permanent resident of the United States**

(Must include a copy of your current State Driver’s License and a copy of your Permanent Resident Card or Employment Authorization Card)

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**

(Must include a copy of your current State Driver’s License and a copy of your Permanent Resident Card or Employment Authorization Card)

**My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (City), _____ (State).

Signature of Applicant

Date

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC/SEAL

My Commission Expires: _____

**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 or not relevant to the particular type of good or service.

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:

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. Cost of inspections and tests of any item, which 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 uncopyrighted 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. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to the City of Dunwoody for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

10. 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.

11. 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.

12. 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.

13. CITY FURNISHED PROPERTY:

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

14. 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.

15. 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.

- 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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).

27. 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 there from, 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.

28. 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.

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn north. At fourth traffic light, turn right onto Perimeter Center East. The entrance to the parking lot for 41 Perimeter East will be on the right. The City of Dunwoody offices are on the second floor of 41 Perimeter Center East.

SAMPLE CONTRACT

DO NOT SIGN CONTRACT. DO NOT SUBMIT WITH BID

CONTRACT

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between Dunwoody, Georgia (Party of the First Part, hereinafter called the City), and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said City, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within consecutive calendar days from and after said date.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, the amount of Dollars and no/100 dollars (\$ _____) per day as liquidation of the extra expense incurred by the City and liquidated damages to the City.

The City shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed (\$ _____) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that the City fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all

claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF DUNWOODY, GEORGIA

By: _____

Michael G. Davis, Mayor
City of Dunwoody, Georgia

ATTEST:

Signature

Print Name
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)