

CITY OF DUNWOODY

Invitation to Bid 2014-07

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for **Roberts Drive Sidewalk Construction** 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 2014-07 and Company Name. Bids will be received until 2:00 P.M. local time on Tuesday, **July 1, 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 2:05 P.M. Apparent bid results will be available the following business day on the City of Dunwoody Purchasing Department's website http://dunwoodyga.gov/Departments/Finance_Administration/Purchasing.aspx.

A **Pre-Bid Conference will be held at 10:00 a.m., Thursday, June 12, 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 **2:00 pm on Tuesday, June 17, 2014**. 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. 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.

Work is expected to begin on or around August 1, 2014. The selected contractor must be able to start work within 10 calendar days after the "Notice to Proceed" is issued. The time of completion for the project is as follows: 60 calendar days from the date of the "Notice to Proceed".

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:

Roberts Drive Sidewalk Construction

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 the LPA Group, Incorporated with additional notes from City of Dunwoody, 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 60 calendar days from the "Notice to Proceed".

Attached hereto is an executed Bid Bond or certified check on the _____(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:

Roberts Drive Sidewalk Construction

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)
(Seal)

(Principal)

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)

a _____

(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 60 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)
(Seal)

(Principal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(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 **Roberts Drive Sidewalk Construction**. 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 Company Name Here _____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20_____

_____(Seal)
(Signature)

LIST OF SUBCONTRACTORS

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

Company Name: _____

SPECIFICATIONS

Roberts Drive Sidewalk Construction

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 consists of constructing approximately 2,250 linear feet of 5-foot wide sidewalk as well as associated drainage improvements on the west side of Roberts Drive between Aurora Court and the northern city limit approximately 490 feet south of Spalding Drive.

Unless otherwise specified all work shall be completed in accordance with the Construction Drawings prepared by the LPA Group Incorporated with additional notes from City of Dunwoody, 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.

Design plans and other references can be retrieved from the following link:

<https://dunwoodyga.sharefile.com/d/s416d9e859ae4ce58> and are available for viewing at City Hall.

Contractor Minimum Qualifications

1. The contractor must demonstrate experience constructing sidewalks on public property as the general contractor for a minimum of three sidewalk projects in the last five years.
2. The contractor must have a bonding capacity of at least \$1,000,000.
3. The contractor must have a certified erosion control inspector for this project.

General Notes:

1. It is the intent of this contract for the bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications, and the terms of this contract.
2. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
3. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
4. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

5. The contractor is responsible for calling for utility locations prior to the start of the project. It shall be the contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation. Any utilities, public property, or private property damaged due to the contractor's negligence during construction shall be replaced at the contractor's expense.
6. Any item which must be removed during the construction work and that is not specially called for shall be removed by the contractor. The cost shall be included in the bid. No claims will be considered for extra compensation.
7. All traffic control shall be provided by the contractor. Traffic control shall be in accordance with GDOT specifications. The contractor will be responsible for coordinating with adjacent property owners to maintain adequate access.
8. Construction testing is to be paid for by the City. Coordination of testing is the responsibility of the Contractor. The Contractor shall schedule inspections at least 24 hours in advance.
9. If unsuitable soils are found, a recommendation is to be obtained by the inspector for their mitigation. Costs to remove unsuitable soils removed without direction from the engineer will not be considered for reimbursement.
10. Maximum sidewalk cross slope including driveway crossings shall be 2% unless otherwise indicated on the plans.
11. Mailboxes are to be reset or replaced in kind. Brick mailboxes are deemed to provide justification to modify the typical section.
12. As part of grading complete, the contractor shall raise any utility boxes, valve covers, etc. to finish grade of proposed sidewalk. Whenever possible utility boxes should be located outside of the sidewalk. Otherwise boxes shall be adjusted flush with the sidewalk surface.
13. Contractor shall add, replace, remove, and/or reset existing roadway signs, as necessary, to comply with the MUTCD.
14. The Contractor shall provide 48-hour advance notification to any property owner or tenant whose driveway access will be impacted. Such notification shall provide contact information of the construction foreman and City representative and shall provide any special instructions to be followed and provide contact information.
15. The contractor will be responsible for protecting the sidewalk from weather, traffic and vandalism during concrete curing. Any defects or defacement resulting from failure to protect the concrete will be repaired at the contractor's expense.
16. Upon the completion of the project, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
17. The contractor will be responsible for restoring lawns and landscaped areas to pre-construction conditions. This includes reconnecting or repairing any damaged irrigation systems, installing new turf, and replacing any bed materials that have been removed. Turf replacement shall be with materials of like kind (i.e. Bermuda sod with Bermuda sod, fescue seed with fescue seed). Where

visible, irrigation valves have been shown on the utility plans for convenience. The contractor is responsible for verifying the presence of irrigation systems and for coordinating relocation with the property owner.

18. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Dunwoody, Georgia, Public Works Director or City of Dunwoody, Georgia, Public Works Designee".
19. Working hours are limited to Monday through Friday, 7:30 A.M. to 8:00 P.M.. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. unless prior permission is granted by the City. No work is permitted on city-observed holidays. In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
20. Contractor shall have all vehicles marked with their company name.
21. The contractor will conduct, at Dunwoody City Hall, one overall contract pre-construction meeting shortly after award of the contract and other meetings as required.
22. The City of Dunwoody will not provide restroom facilities.
23. The Contract shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Dunwoody Public Works for all issues as needed in regards to the project for any safety, signage, erosion control, or other emergency as needed.
24. The Contractor shall give supervision to the work and have a responsible foreman continuously on the job. There shall be at least one person in a position of responsibility on the site at all times who is capable of communicating in English.
25. All services provided by contractor shall be performed in a workmanlike and professional manner to the satisfaction of the City. Contractor warrants that all material, equipment, and workmanship furnished hereunder shall be free from fault or defect and suitable in appearance without cracks or degradation and for the purposes for which they were installed, and agrees, at its expense, to promptly remedy any failure of such material, equipment, or workmanship to comply with such warranty, if such failure is discovered, and contractor is notified thereof in writing, within two (2) years.
26. Contractor shall adequately protect workers, land owners or tenants, adjacent property, and the public during construction operations. The contractor shall plan and conduct the construction of the sidewalk projects to comply with local, state, and federal laws, rules and regulations and to exercise the highest degree of care to safeguard persons and property from injury. Contractor will perform all services in compliance with applicable Federal Health and Safety laws currently in effect. Neither the giving of such special instructions by the City Representative nor the adherence thereto by contractor shall relieve contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor shall require its employees to wear protective clothing, reflective vests, masks, eye protections, etc. during any operation as required or directed by applicable laws, regulations, ordinance, and/or direction by manufacturer of materials or equipment.
27. The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

28. Contractor shall make every effort to ensure private property is not disturbed. Any disturbance of property outside right of way shall require City of Dunwoody and the property owner's written approval by way of a signed temporary construction easement.

Schedule

Once construction begins in an area, the contractor shall work diligently without delay to complete the work in order to minimize disruption to the residents. Delay in completion of the project results in additional management and testing costs to the City and erosion of public confidence and goodwill. The specified number of calendar days for completion will be 60 days from the first day of construction activity (e.g. silt fence installation).

Should the Contractor fail to complete The Work within the time stipulated or within such extra time that may be allowed, charges of \$225 per day shall be assessed against any money due or that may become due the Contractor.

For each 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. 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 City of Dunwoody and the Contractor due to 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.

EXHIBIT B
BID SCHEDULE

Roberts Drive Sidewalk Construction

Bid: Installation of Sidewalk Systems

Total Bid: _____ **(Lump Sum)**

Total Bid in words: _____

UNIT PRICES

Additional Concrete Driveway Replacement, as needed (sq. ft.) _____

Graded Aggregate Base _____ **/Ton**

No. 57 stone _____ **/Ton**

**Excavation of unsatisfactory materials
and replacement w/suitable soil material** _____ **/CY**

**Excavation of unsatisfactory materials
and replacement w/ #57 crushed stone** _____ **/CY**

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTIONS	DEFINITION AND TERMS
SECTION 101	
Section 101.14 COMMISSIONER	Delete as written and substitute the following: PUBLIC WORKS DIRECTOR, CITY OF DUNWOODY
Section 101.22 DEPARTMENT	Delete as written and substitute the following: PUBLIC WORKS DIRECTOR
Section 101.24 ENGINEER	Delete as written and substitute the following: PUBLIC WORKS DIRECTOR
Section 101.84	Add: PUBLIC WORK DIRECTOR, CITY OF DUNWOODY
SECTION 102	BIDDING REQUIREMENTS AND CONDITIONS
Section 102.05 EXAMINATION OF PLANS, SPECIAL PROVISIONS, AND SITE OF THE WORK	Add the following paragraph: SPECIFICATIONS, “The City will not be responsible for Bidders’ errors or misjudgment, nor for any information on local conditions or general laws and regulations.”
Section 102.07 REJECTION OF PROPOSALS	Add the following subparagraphs: “I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed. “J. The City also reserves the right to reject any and all bids from any person, firm, or corporation who is in

arrears in any debt or obligation to The City of Dunwoody, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence:

“No bid will be considered unless it is accompanied by a certified check or acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Dunwoody, Georgia. Such Bid Bond shall be on the forms provided by the City.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

“Bids must be submitted in duplicate in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Purchasing Division, City of Dunwoody
Bid for Construction
Bid Number
Date and Hour of Bid Opening
Company Name
License # (if appropriate)

Bid shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1-1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Dunwoody, 41 Perimeter Center E., Suite 250, Dunwoody, GA 30346. TEL: 678/382-6850, FAX: 770/396-4828. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103

AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of Dunwoody reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below:

Performance Bond in the full amount of the contract.
Payment Bond in the full amount of the contract.”

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Dunwoody, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next be re-advertised or constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107

Section 107.18 ACQUISITION OF RIGHT OF WAY

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following paragraph:

“The Contractor shall inspect all easements and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department.”

Section 107.21 CONTRACTORS

Add the following sentence to
Paragraph A:

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

Section 109.07 PARTIAL PAYMENTS

MEASUREMENT AND PAYMENT

Delete the first sentence of the Second Paragraph
under “A. General”

“As long as the gross value of completed work is less than 50 percent of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.”

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute
the following.

“Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims

arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”