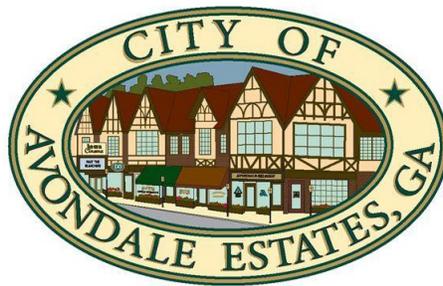


City of Avondale Estates

North Woods at Lake Avondale

**Contract Documents, Instructions to Bidders and
Invitation to Bid**



City of Avondale Estates, GA

21 N Avondale Plaza

Avondale Estates, GA 30002

Advertisement for Bids

North Woods at Lake Avondale

The City of Avondale Estates is accepting sealed bids from qualified contractors to provide all necessary labor, equipment, materials and any appurtenances incidental to the completion of green infrastructure improvements and integrated trails within the North Woods area.

Please email a PDF document with the bid to City Consultant, Andrew Pankopp, Long Engineering. Email: Bids@longeng.com by **5pm on December 15th**

There will be an onsite meeting on the **November 11th at 2pm** at the Northwoods north of Avondale Lake off of Berkely road.

All questions concerning the proposed design are due by **November 19th at 5pm**. All questions must be emailed if not asked at the onsite meeting. Answer to all inquiries will be provided by **November 24th at 12pm**

Contract will be awarded, if at all, by **January 13th at 12pm**

Selected Contractor must be able to start work within ten (10) calendar days after the “Notice to Proceed” is issued. Time of completion for the project is ninety (90) calendar days from the date of the “Notice to Proceed”.

Payment will be rendered as outlined in Instructions to Bidders.

All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the bid for the complete work, (but not less than \$5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City.

The performance bond shall be equal to one hundred percent (100%) of the contract amount. The payment bond shall be equal to one hundred ten percent (110%) of the contract amount. The Bid Bond shall be forfeited to the City, as described in Section 108 of Georgia Department of Transportation Standard Specifications.

The City reserves the right, with or without notice, to cause or to accept any bid regardless of the amount thereof; to reject any bid, any number of bids or all bids; to negotiate with any bidder for a reduction or alteration in its bid; to waive or insist upon formal requirements; to reject all bids and to call for additional bids upon the same or different Invitation to Bid and/or Plans and Specifications; to be the sole judge, in its discretion, of all questions as to whether or not a bid complies with the Invitation to Bid,

the Plans or the Specifications, and as to the qualifications of a bidder to perform the contract.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document each approved change.

General Information and Invitation to Bid

North Woods at Lake Avondale

City of Avondale Estates, Georgia

This is an invitation to submit a bid or proposal to supply the City of Avondale Estates (hereinafter referred to as the "City") with equipment, supplies and/or services as indicated herein. All Proposals become the property of the City. Submit as directed by City's design consultant.

The work to be bid shall consist of furnishing all materials, labor and equipment for:

Installation of rain gardens with underdrain and renovations to the existing brick conveyance channel, as well as rehabilitation of heavily eroded streambank and trail improvements to control runoff and increase water quality in Lake Avondale, the surrounding woods, and wetlands on the property. Work consists of erosion control, pond excavation, bank stabilization, placement of gravel trail, drainpipe, concrete weirs, wooden overlook points, and restoration of the site with sod/landscaping.

Instructions for preparation and submission of a bid or proposal are contained in this Invitation for Bid/Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be printed in ink. Bidder must show lump sum totals.

All work under this contract shall be done in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, Latest Edition (hereinafter sometimes referred to as GDOT Specifications.), GA Stormwater Management Manual, and subsequent Supplemental Specifications made a part of this proposal and apply to this contract.

All proposals shall be accompanied by a Bid Bond in favor of the City, in the amount of five percent (5%) of the bid for the complete work; such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for the City. **The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.** The bid bond shall be forfeited to the City, as described in Section 108 of the GDOT Specifications. The City reserves the right to reject any and all bids. The Contract will be awarded, if at all, by January 13th at 12pm.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document each approved change.

The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The City provides equal business opportunity for all businesses and does not discriminate against any persons regardless of race, color, religion, age, sex, national origin or handicap.

The work shall be completed within **90 Calendar days from date of Notice to Proceed.**

Total Bid Price shall include all materials, labor, tools, equipment and all other miscellaneous and/or necessary items to complete the work as shown in the attached plans.

All Proposals must be made out on the proposal form of the type bound in the Contract Documents, in accordance with the instructions in the INVITATION TO BID/PROPOSAL. No interlineations, additions, or deletions shall be made in the proposal form by PROPOSER. No conditional proposals will be acceptable.

The City reserves the rights to waive any technicalities or to reject any or all Proposals, to evaluate Proposals, and to accept any Proposal which in its opinion may be in the best interest of the City. No Proposal will be rejected without just cause.

No PROPOSER may withdraw his proposal within the time limit specified in the Instructions to Bidders/Proposers.

A Contract in substantially the form as attached in Exhibit A will be required from the successful Bidder.

Bid Proposal – (page 1 of 2)

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

North Woods at Lake Avondale

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, Instructions to Bidders and other documents hereto attached and has made a personal examination of the site of the proposed work and has satisfied himself as to the actual conditions and requirements of the work and hereby proposes and agrees that if his proposal is accepted, he will contract with the City in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Georgia Stormwater Management Manual, and any supplemental specifications modifying them.

It is the intent of this proposal to include all items of construction and all work indicated on the drawings and called for in the specifications. Any quantities indicated are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the City's representative through an inspection of the work completed.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply, and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached schedule of items for the lump sums and/or unit prices stated.

The Bidder agrees that the cost of any work performed, materials, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope and intent of the Contract, shall be deemed to have been included in the lump sum prices quoted.

The Bidder further proposes and agrees hereby to promptly commence the work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete the work within ninety (90) calendar days. The bidder also agrees that liquidated damages may be assessed in accordance with the Instructions to Bidders.

Attached hereto is an executed Bid Bond or Certified/Cashier's Check drawn on the bank of _____, City, State _____ in the amount of five percent (5%) of the total amount of bid, but not less than \$5,000, according to the conditions in the Instructions to Bidders.

If this bid shall be accepted by the City of Avondale Estates 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 insurance required, as stated in the Instructions to Bidders, attached hereto, within ten (10) days from the date of Notice of Award of the contract, then the City, may, at its option, determine that the undersigned abandoned the contract and thereupon this bid shall be null and void and the sum stated in the attached Bid Bond or Certified/Cashier's Check shall be forfeited to the City of Avondale Estates as liquidated damages.

Bidder further declares that the full name and resident address of all persons or parties interest in the foregoing bid as principals are as follows:

Company Name _____

Authorized Representative's Signature _____

**BID SCHEDULE
CITY OF AVONDALE ESTATES**

North Woods at Lake Avondale

* * * BASE BID * * *
(as indicated on drawings)

ITEM 1 – Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the North woods at Lake Avondale, including all work shown on the Drawings and/or specified, and not included in Items 2, nor the Alternates, the amount of:

_____ DOLLARS

\$ _____

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
* * * ADDITIONAL WORK IF ORDERED BY THE DESIGN PROFESSIONAL * * *					
2.	Removal of Unsuitable Material and Replacement with				
a.	Suitable Earth Material	50	CY	\$	\$
b.	Crushed Stone – No. 57 Size	50	CY	\$	\$
c.	Graded Aggregate Base	50	CY	\$	\$

BASE BID TOTAL, ITEMS 1 THROUGH 2, INCLUSIVE, THE AMOUNT OF:

_____ DOLLARS

\$ _____

* * * ALTERNATE NO. 1 * * *

(as indicated on drawings)

Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the North woods at Lake Avondale area indicated as Add-Alternate No. 1, including all work shown on the Drawings and/or specified and not included in the Base Bid, the amount of:

_____ DOLLARS

\$ _____

GENERAL CONDITIONS

Unless otherwise directed on the drawings, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, Current Edition, Georgia Stormwater Management Manual, and any Supplemental Specifications modifying them, except as noted below.

Modification of Standard Specifications:

SECTION 101-DEFINITIONS AND TERMS

Section 101.10 Board

Delete as written and substitute the following:

“Board of Mayor and Commissioners of the City of Avondale Estates, Georgia”

Section 101.13 Chief Engineer

Delete as written and substitute the following:

“City of Avondale Estates City Manager and/or Public Works Director”

Section 101.14 Commissioner

Delete as written and substitute the following:

“City Manager of the City of Avondale Estates”

Section 101.16 Contract

Delete the second paragraph and substitute the following:

“The Contract includes the Advertisement for Bids, Contract Form and Contract Bond, General Conditions, Special Provisions, Supplements, Addenda, and also any plans, specifications, Change Orders or Supplemental Agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.”

Section 101.22 Department

Delete as written and substitute the following:

“The City of Avondale Estates”

Section 101.24 Engineer

Delete as written and substitute the following:

“The City of Avondale Estates City Manager and/or Public Works Director, acting directly or through a duly authorized representative”

Section 101.62 State Highway Engineer

Delete as written and substitute the following:

“The City of Avondale Estates City Manager and/or Public Works Director, acting directly or through a duly authorized representative”

Section 101.80 Treasurer

Delete as written and substitute the following:

“The City of Avondale Estates Deputy City Manager for Finance”

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 Prequalification of Bidders

Delete in its entirety and substitute the following:

“Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude. **Contractor shall provide a minimum of three years of verifiable experience (project listing) in exterior drainage installation and landscape installation, with at least fifty percent (50%) of that verifiable experience being with a County or City in Georgia. Project listing shall include project name, location, dates and City’s representative with current contact information, including phone number and email address.**

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work 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 and to complete the work contemplated therein. Conditional bids will not be accepted.”

Section 102.05 Examinations of Plans, Specifications, Special Provisions and Site of the Work

Add the following:

“Each bidder **must** inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. Bidders, before making proposals, shall examine the plans and specifications and make such examinations on the ground as are necessary to, thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the City will not be responsible for Bidder’s errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or any other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing and addressed to:

Andrew Pankopp
Project consultant
Long Engineering
Bids@longeng.com
770-951-2495

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any forms, instruments or documents shall in no way relieve any Bidder from any obligation in respect to his Bid.”

Section 102.06 Preparation of Proposal

Delete in its entirety and substitute the following:

“The Bidder shall submit its Bid on the form furnished by the City of Avondale Estates (form included in bid package). The blank spaces on the Bid shall be filled in correctly for each Pay Item, and the Bidder shall write in ink the Unit Price as called for in the Bid for each Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the

amounts of all the Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

If a Bid is made by an individual, his name, signature and post office address must be shown. If made by firm or partnership, the name, signature and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia. Bids not properly signed may be disqualified and rejected. The Bidder should ensure that the legal and proper name of his proprietorship, firm, partnership or corporation is printed or typed prominently on all Bid documents.”

Section 102.07 Rejection of Proposals

Delete in its entirety and substitute the following:

“Bids may be rejected as irregular if their consideration is conditioned upon the acceptance or rejection of other Bids submitted by the same Bidder or if a Unit Price is not shown for each pay item. The City reserves the right to waive informalities and to disqualify and reject any Bid that is not properly signed in accordance with the requisite of Subsection 102.06.

- A. The City of Avondale Estates reserves the right to reject any and all bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that the City of Avondale Estates reserves the right to decide which bid it deems lowest and best and on 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.
- B. **Collusion:** Any and all Bids will be rejected if the City believes that collusion exists among the Bidders and no participant in such collusion may submit future Bids for the same work.
- C. **Single Proposals:** Only one Bid from any person, partnership, or corporation under the same or different names shall be submitted on any Project.
- D. **Unbalanced Bids:** Bids may be rejected if any of the Unit Prices are obviously unbalanced. The City will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the City Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the City.

- E. **Omissions and Alterations:** Bids may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate Bids, erasures or changes not initialed, unauthorized limitations or provisions, or other irregularities.
- F. **Debts:** The City reserves the right to reject Bids from Bidders who have not paid or satisfactorily settled all legal debts due on other Contracts at the time Bids are received.
- G. **Technicalities:** The City reserves the right to reject any and all Bids and to waive technicalities at any time before the Contract has been signed by the City.
- H. The City 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 Avondale Estates, Georgia.”

Section 102.08 Proposal Guaranty

Delete in its entirety and substitute the following:

“No Bid will be considered unless it is accompanied by an executed Bid Bond or Certified/Cashier’s Check made payable to the City of Avondale Estates in the amount of five percent (5%) of the total amount of Bid, but not less than \$5,000. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached. Bidders must enclose the executed Bid Bond or Certified/Cashier’s Check within the envelope containing the sealed Bid. Failure to do so will be cause for rejection.”

Section 102.09 Delivery of Proposals

Delete in its entirety and substitute the following:

“All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Bids must be submitted as an email in PDF format sent to:

Andrew Pankopp
Project consultant
Long Engineering
apankopp@longeng.com
770-951-2495

Bid – North woods at Lake Avondale
21 N. Avondale Plaza

Avondale Estates, GA 30002

One complete hard copy AND one identical digital copy (on CD, DVD, or thumb drive) of the entire Instructions to Bidders/Invitation to Bid package must be submitted with the bid. A checklist of required documents is included in this package. Bidder should ensure he/she returns all items listed. Failure to provide full documentation could result in the omission of pertinent documents and the rejection of the apparent low bid."

Section 102.10 Withdrawal or Revision of Proposals

Delete in its entirety and substitute the following:

"Any Bidder may withdraw his Bid before the time set for opening by submitting a document titled "Request for Bid Withdrawal", such document shall include the following:

Company Name,

Bid Name– "North woods at Lake Avondale"

Signed by an authorized officer of the company whose signature is legally binding upon said company. Document may be submitted by, email, letter or facsimile transmission, provided said document is received by the City 24 (twenty four) hours prior to the scheduled bid opening and is verified by the City of Avondale Estates.

No Bids may be withdrawn after submission before January 13th at 2pm.

Under no circumstances will the City change a sealed bid prior to the time of opening."

Section 102.11 Public Opening of Proposals

Delete in its entirety and substitute the following:

"Bids will be opened and read publicly at the time and place stated in the official legal advertisement placed by the City of Avondale Estates in its recognized legal organ as well as the City of Avondale Estates website. Bidders and their authorized agents are invited to attend.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103.01 Consideration of Proposals

Retain as written except:

Delete the third sentence in its entirety and substitute the following:

In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped.

Delete the second paragraph in its entirety and substitute the following:

“If, after bid opening, bidder discovers that an obvious error was made in the preparation of the bid, bidder must notify the City of Avondale Estates City Manager in writing within 24 hours. Withdrawal of bid bond for this reason must be done in writing within the 24 hour period. Bid bond may not be withdrawn otherwise.”

Section 103.02 Award of Contract

Delete in its entirety and substitute the following:

“The contract, if awarded, will be awarded to that responsible Bidder who’s Bid will be most advantageous to the City. The City will determine that bidder and in so doing, will consider the following elements, Whether the Bidder involved:

- (a) Maintains a permanent place of business;
- (b) Has adequate plant and/or other equipment to complete the work properly and expeditiously;
- (c) Has a suitable financial status to meet obligations incidental to the work;
- (d) Has appropriate technical experience

The City of Avondale Estates reserves the right to exercise its discretion as to the responsibility of the bidder. The Board of Mayor and Commissioners of the City of Avondale Estates will make the final determination.

Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City’s discretion, the award of any or all of the Bidder’s contracts to the next lowest responsible Bidder, or the re-advertisement and re-bidding of any or all of these contracts.

Section 103.04 Return of Proposal Guaranty

Delete in its entirety and substitute the following:

All Proposal Guaranty’s (Bid) will be returned to all except the three lowest bidders within five (5) days after the opening of the bids and the remaining Bid Bonds will be returned promptly after the City and the accepted Bidder have executed the Contract or if no award has been made by January 13th,

upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The City reserves the right to return all Proposal Guarantees (Bid Bonds) by registered or certified mail and its responsibility pertaining to them will end when they are mailed.

Section 103.05 Requirements of Performance and Payment Bonds

Delete in its entirety and substitute the following:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish the following bonds:

Performance Bond – amount of Bond shall be equal to one hundred percent (100%) of the contract amount.

Payment Labor & Materials Bonds – amount of Bond shall be equal to one hundred and ten percent (110%) of the contract amount.

Insurance and Bonding Companies must meet the following requirements:

Licensed to do business in the State of Georgia;

Licensed to do business by the Georgia Secretary of State;

Authorized to do business in Georgia by the Office of the Georgia Insurance Commissioner;

Insurance and Bonding Company must have an A.M Best rating of A-6 or higher.

Section 103.06 Execution and Approval of Contract

Delete in its entirety and substitute the following:

The Contract shall be signed by the successful bidder and returned within 10 calendar days after the Notice of Award of the Contract. If the Contract is not executed within 45 days following receipt from the Bidder of the signed Contract, unless a longer period is specified in the Proposal or the successful Bidder agrees in writing to a longer period, the Bidder shall have the right to withdraw his Bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties.

Prior to the execution of the Contract and at all times that the Contract is in force, the contractor must obtain, maintain and furnish the City of Avondale Estates, Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City.

Such insurance must cover the following:

A. Statutory Workers Compensation:

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

B. Comprehensive General Liability Insurance:

\$1,000,000 limit of liability per occurrence for bodily injury and property damage

City's and Contractor's protective

Blanket contractual liability

Blanket "X", "C" and "U"

Products/Completed Operations Insurance

Broad form property damage

Personal Injury Coverage

Fire Legal Liability

Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.

E. The City of Avondale Estates should be shown as an additional insured on General Liability policies.

F. The Contractors and Subcontractors Public Liability and Property Damage insurance shall provide adequate protection against the following Special Hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present.

G. All of the above policies shall be endorsed to provide for ten days notice for nonpayment and 30 days notice of cancellation, non-renewal or material changes in coverages.

H. Certificate Holder should read: City of Avondale Estates, 21. N. Avondale Plaza, Avondale Estates, GA 30002

I. Insurance Company must have an A.M. Best rating of A-6 or higher.

J. Insurance company must be licensed to do business by the Georgia Secretary of State.

K. Insurance company must be licensed to do business by the Office of the Georgia Insurance Commissioner.

L. Certificates of Insurance and any subsequent renewals, must reference specific bid/contract by name.

M. The Contractor shall agree to provide complete certified copies of insurance policy(ies) if requested by the City to verify the compliance with these insurance requirements.

N. All insurance coverage's required to be provided by the Contractor will be primary over any insurance program carried by the City.

O. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply

with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such insurance shall be procured and maintained by Contractor at Contractor's expense.

P. No Contractor or Subcontractor shall commence work of any kind under this contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

Q. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, its officers, officials, employees and volunteers from losses arising from work performed by the Contractor for the City.

Section 103.07 Failure to Execute Contract

Delete in its entirety and substitute the following:

“Failure or refusal to execute the Contract, Contract Performance Bond, Payment Bonds or furnish satisfactory proof of insurance coverage required within ten (10) 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 guaranty to the City of Avondale Estates, not as a penalty, but a liquidation of damages sustained for such failure or refusal. Failure to progress in a timely manner after beginning may also be just cause for such annulment.

Upon annulment, at the discretion of the City, the award may then be made to the next lowest responsible bidder, re-advertised, re-bid or constructed by City forces. If the City re-advertises the project, the City may, at its discretion, not allow the Bidder who failed or refused to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor, or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in multiple originals.”

SECTION 105 CONTROL OF WORK

Section 105.02 Plans and Working Drawings

Delete paragraph one in its entirety and substitute the following:

While every effort will be made to provide correct information, the City does not commit to providing plans and/or specifications with exact details of every line, grade, structure

or typical cross sections. Contractor must fully familiarize himself with the location of the work and request information prior to beginning work.

Add the following after Paragraph two:

If in the process of the Contract, discrepancies arise, the Contractor will be furnished additional instructions as necessary to carry out the work included in the Contract. The additional instructions (if any) thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

Section 105.06 Cooperation with Utilities

Delete paragraph one in its entirety and substitute the following:

Contractor will be responsible for requesting all utility locates as required by Georgia law prior to beginning any work. The GUFPA (Georgia Utility Facility Protection Act) mandates that before starting any mechanized digging or excavation work Georgia 811 (Utilities Protection Center) must be contacted, at least 48 hours, but no more than 10 working days in advance to have the utility lines marked. If emergencies occur, it is the responsibility of the Contractor to notify the respective utility company immediately and then the City of Avondale Estates.

The City will not notify any utilities or be responsible for locating any utilities.

Section 105.14 Maintenance during Construction

Retain in its entirety, but insert the following after the first paragraph:

“At all times, the Contractor shall perform work as may be required to protect the entire site, including both existing conditions and performed work from damage. Furthermore, the Contractor shall be responsible for all damages to all persons and property due to the non-maintenance of the project site.”

SECTION 106 CONTROL OF MATERIALS

Section 106.03 Samples, Tests, Cited Specifications

Delete paragraph one in its entirety and substitute the following:

“The City of Avondale Estates does not commit to have initial nor full time inspection or testing of work or materials while in progress or at sources of materials furnished. Any

lack of inspection and/or testing will in no way relieve the contractor of his responsibility to provide quality materials and workmanship in accordance with the specifications.”

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.13 Protection and Restoration of Property and Landscape

Retain subparagraph C and add the following paragraph:

“All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions”

Section 107.15 Responsibility for Damage Claims

Add the following paragraph:

“Contractor shall indemnify and hold harmless the City and its agents, employees, successors and assigns from and against all lost, cost, damage, claim suit, and judgement, including attorney’s fees, arising out of or resulting from the performance or non-performance of the work. Contractor’s duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with Contractor’s performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The Contractor’s duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The duty of the Contractor to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder.”

Section 107.17 Contractors Responsibility for the Work

Retain as written and add the following paragraph:

“In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instruction from the City of Avondale Estates City Manager in a diligent manner. He shall notify the City Manager

immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the City Manager for approval.

Where the Contractor has not taken action but has notified the City Manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the City Manager.”

Section 107.20 No Waiver of Legal Rights

Retain in its entirety and add the following:

“The Contractor shall guarantee the work accomplished under this contract for a period of twelve (12) months from the date of final acceptance. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials as determined by the City Manager.

The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated into the work covered by this contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the City at the Contractor’s expense. This guarantee does not apply to manufacturing defects of equipment furnished by the City.

The Performance Bond shall remain in full force and effect through the guarantee period.”

SECTION 108 PROSECUTION AND PROGRESS

Section 108.03 Prosecution and Progress

Retain as written except as modified below:

For this project, a Progress Schedule as required by Subsection 108.03 need not be submitted.

Section 108.11 Scheduling

Every effort shall be made to meet project schedule submitted and approved by the City. If scheduling changes are necessary, the Contractor shall notify the City 24 hours in advance to allow for rescheduling of any field and material testing and/or inspection contractors contracted by the City. The Contractor shall be liable for costs accrued by

any field and material testing and/or inspection contractors for work cancellations resulting from insufficient notification.

DeKalb County Water Resources is responsible for water and sewer lines within the City of Avondale Estates. Any verification of existing utilities must be requested through and coordinated with DeKalb County. It is suggested that verification be completed prior to work starting to prevent delays. The City has no control over the time required by DeKalb County to relocate lines and will not be held liable for any delays resulting from utility relocations.

SECTION 109 MEASUREMENT AND PAYMENT

Since project duration is less than thirty days, no partial payments will be made. Contractor will submit a single final pay application upon completion, inspection, and acceptance of the work by the City Engineer. Retainage will not be withheld.

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 Contract 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 Contract Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No final payment shall be made until the Contractor furnishes to the City a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the City Engineer.

The Contractor will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole and the Engineer and/or Public Works Director has notified the Contractor in writing that the work has been finished to his satisfaction.

Miscellaneous

1. **Work Hours:** Work hours are 7:00am to 10:00pm on weekdays and 10:00am to 10:00pm on weekends. All work shall be coordinated with the City of Avondale Estates to avoid conflicts with events scheduled by Avondale Community Club. The City reserves the right to prevent work during any conflicting events.

CHECKLIST FOR BIDDERS

The following documents are required to be included with your bid.

1. One original and one identical digital copy of entire Invitation to Bid/Instructions to Bidders.
2. Bid Bond/Certified/Cashiers Check in the amount of five percent (5%) of the entire bid, but not less than \$5,000.
3. Copy of Company Certificate of Qualification provided by Georgia Department of Transportation
4. Project listing with name, dates, City's representative name with current contact information, including phone number and address.
5. Bid schedule completed and signed.
6. Copy of Occupational Tax Certificate
7. Signature page acknowledging receipt of any and all addendum.
8. City Public Benefit Application form (notarized).
9. Private Employer Exemption form (notarized).
10. Private Employer E-Verify Affidavit form (notarized).

STATE OF GEORGIA

CITY OF AVONDALE ESTATES

CONSTRUCTION CONTRACT- North woods at Lake Avondale

THIS AGREEMENT is made this ____ day of _____, 20 between _____ (hereinafter called the "Contractor") and the City of Avondale Estates, 21 N. Avondale Plaza, Avondale Estates, GA 30002 (hereinafter called the "City"). Both parties do mutually agree as follows:

1. **Scope and Cost:** The Contractor agrees to furnish Contract Documents, labor, supervision, materials, equipment, tools, supplies, disposal, and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the Contract Documents, drawings, specifications provided as applicable to the contractor, all of the specific work and services described below. Costs to provide the above scope of work shall be inclusive of taxes, labor, supervision, disposal, materials, equipment, tools, transportation, and any associated written reports.

The Contractor shall commence the Work with adequate force and equipment within (10) ten days from receipt of the Notice to Proceed. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers. This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

2. **City Representative:** The Project has been initiated by the City and the Representative for this project is the _____, hereinafter referred to as the "City Representative". The City Representative shall act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the City in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. **Contract Documents**

3.1 The term "Contract Documents" above includes all portions of the specifications published and/ or advertised by the City for purposes of soliciting bids for this project. Including: Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, Contracts, Unit Pricing, Schedules, and all documents sent in by Contractor in response thereof such bids including but not limited to, the Contractor's Bid and the Invitation to Bid and Instruction to Bidders, are attached hereto. The scope of work therefore, may not extend beyond these descriptions as set forth above without proper adjustments and/or opportunity made available so as to properly compensate the contractor for any such scope of work.

3.2 Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

4. **Project Duration:** The duration of the project shall be for a period of not more than ninety (90) days from the Contractor's receipt of the written notice to proceed and a properly executed agreement by both parties. Both documents of which are part of the official documentation of the said project. Any extension of this time period for weather delay days must be agreed upon by both parties and executed by a written change order.

5. **Contract sum and payments**

5.1 The total contracted amount is _____.

5.2 Payments shall be made for work satisfactorily completed after contractor has submitted a pay request to the City unless contractor is in default. The contractor shall submit one final pay application to the City for payment at the completion of this ninety-day project. Upon the City's satisfaction that the work was completed in accordance with the Contract Documents, payment for the amount requested will be processed.

5.3 Prior to the release of this final payment, Contractor will provide an affidavit showing that its labor, materials and other bills have been paid, along with full release and/or unconditional lien waivers, in a form satisfactory to Contractor and City. If it appears that any labor, material or other bills incurred in the performance of the contract work are not being paid, the City may take such

steps as it (in its sole discretion) deems necessary to ensure that the payments will be utilized to pay such bills.

5.4 Final Payment including any and all retainage shall be made to Contractor not later than fifteen (15) days after receipt of the Contractor's final written requisition for payment and acceptance of the final completed project.

5.5 The parties agree that in the event that the Contractor fails to perform within the specified contract period the Contractor shall pay the City liquidated damages and/or default of contract in accordance with section 108.08 and 108.09 of the Georgia Department of Transportation Standard Specifications, for each calendar day in excess of the contract time until the project is considered substantially complete by the City.

6. **Execution of Work**

6.1 The contractor agrees, within ten (10) calendar days after written notification to proceed by City, to commence the contract work in the field, at such points as the City may designate, and to continue diligently in its performance in accordance with the Project Schedule. Time is of the essence of this contract. If contractor is given reasonable time to perform and fails to do so, any work performed by the City on behalf of the Contractor will be charged back as necessary to cover costs for such work.

6.2 Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.

6.3 Contractor shall cooperate with City and other subcontractors/contractors whose work may interfere with or affect the Contractor's work.

6.4 Contractor shall give adequate notices pertaining to its work to the proper authorities and shall secure all necessary licenses and permits to carry on its work; a copy to be provided to City by Contractor prior to the start of contract work.

7. **Compliance with Immigration Laws & Regulations**

7.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (O.C.G.A. §13-10-90 & §13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete forms attached as Exhibit B.

7.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. §13-10-91(b).

7.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

7.4 Pursuant to O.C.G.A. §50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, which is attached hereto as Exhibit B.

7.5 The failure to abide by the provisions and agreements set forth in this Subsection 7 shall constitute a breach and default of this contract.

8. **Insurance**

Contractor agrees to provide insurance and make available upon request by the City, evidence of such insurance, in the amounts specified and set forth in Section 103.06, Execution and Approval of Contract of the bid documents.

9. **Performance and Payment Bond**

9.1 The Contractor agrees to provide Performance and Payment Bonds as specified and set forth in Section 103.05, Requirements of Performance and Payment Bonds of the bid documents. The parties further mutually agree that if at any time after the execution of this contract and the surety bonds attached hereto for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at no additional expense to the City, within five days after the receipt of notice from the City 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 City. In such event, no further payment to the Contractor 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 City.

9.2 The Contractor shall deliver the Bonds to the City at the time this contract is executed. The failure to provide the Bond documents shall result in a default of this contract.

10. **Inspection and Approvals**

10.1 Contractor shall notify City and or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed. Limitations and/or sizes of such portions of work shall be agreed upon by City and Contractor prior to starting each phase thereof.

10.2 Contractor agrees to “make right” at no additional cost to City any such portion that is determined by City’s representatives to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

11. **Termination**

11.1 The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

11.2 The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving ten (10) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for performance satisfactorily rendered. However, in no event shall the total amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

12. **Disputes/Resolutions**

12.1 Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.

12.2 The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both parties agree to

resolve their claims by filing a Complaint in the Superior Court of DeKalb County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

13. **Indemnity**

13.1 Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with its work, and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, to Contractor shall be held by City to cover such losses and expenses.

14. **Compliance with Laws and Safety Regulations**

14.1 All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.

14.2 Equal Opportunity Agreement:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.

- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.3 Contractor agrees to comply with the Drug Free Work Place Act.

15. **Interpretation**

15.1 This Contract shall be interpreted under the laws of the State of Georgia.

16. **Amendments**

16.1 Any amendments to this contract shall be made in advance in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

16.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

17. **Public Convenience and Safety:**

Contractor may not commence work prior to signage being posted.

18. **Pre-construction Conference:** The Contractor shall attend a pre-construction conference with the City Staff prior to commencing any work.

19. **Drug Free Work Place:** The Contractor is required to certify a drug-free workplace for all employees including subcontractors, attached hereto.

20. **Work Hours:** Work hours are 7:00am to 10:00pm on weekdays and 10:00am to 10:00pm on weekends. All work shall be coordinated with the City of Avondale Estates to avoid conflicts with events scheduled by Avondale Community Club. The City reserves the right to prevent work during any conflicting events

IN WITNESS WHEREOF, The City and Contractor have executed this contract consisting of _____ pages and the Attachments/Exhibits/Statements/Affidavits (if any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

CONTRACTOR:

CITY: CITY OF AVONDALE ESTATES

By: _____

By: _____

Printed Name and Title

Printed Name and Title

Federal I.D. Number: _____

(Seal)

Notary Public

Notary Public

In the presence of: _____

In the presence of: _____

Subscribed and sworn to before me

Subscribed and sworn to before me

This ____ day of _____, 20__

This ____ day of _____, 20__

My Commission expires: _____

My Commission expires: _____

In the County of _____

In the County of _____

EXHIBIT B

E-Verify Affidavit

Private Employer Exemption Affidavit

Private Employer Affidavit

*Affidavit Verifying Status
For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a City of Avondale Estates, Georgia Business License or Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A Section 50-36-1, I am stating the following with respect to my application for a City of Avondale Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for

(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

