



**PURCHASING DEPARTMENT**  
151 WILLOWBEND ROAD  
PEACHTREE CITY, GA 30269  
PHONE: 770-487-7657  
FAX: 770-631-2505  
WWW.PEACHTREE-CITY.ORG

February 5, 2020

Ladies and Gentlemen:

The City of Peachtree City (City) will be accepting sealed proposals (one original and four copies) at the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, **until 3:00 p.m. local time on Thursday, March 5, 2020, for proposals for the Design-Build of one (1) delivered and installed play system as designed, inclusive of the equipment structure, components, hardware and incidentals, detailed technical installation instructions, certifications, warranties and operations & maintenance manuals from the manufacturer.** The proposals will be opened at that time and place and the name of each Proposer shall be announced. Proposals received after the set time will not be considered. All proposals must strictly conform to the plans, specifications, and/or other documents. **These documents are available on the City's web site at [www.peachtree-city.org](http://www.peachtree-city.org).**

**A mandatory pre-proposal meeting** is scheduled for Thursday, February 20, 2020 at 2:00 p.m. local time at the Luther Holt Memorial All Children's Playground, 157 Willowbend Road, Peachtree City, GA. **No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting with City staff.**

Five copies of the proposals (one original, three copies and one electronic copy) are to be submitted in a sealed envelope, with the name of the project (**Play System #20-116PRC**) clearly marked on the front. **The date and time of opening are also to be included, along with the name of the company submitting the proposal.** A proposal bond in the amount of 5 percent of the total proposed amount must accompany the proposal. The successful proposer shall furnish a 110 percent payment bond and a 100 percent performance bond. The proposal made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

It is the City's intent to have a panel review the sealed proposals. The panel will base their decisions on the following weighted criteria:

- Integration of System Components 30%
- Price 30%
- Quality and adherence to specifications 20%
- Durability of equipment, guarantees and warranties 10%
- References and Delivery times 10%

No proposals may be withdrawn for a period of sixty (60) days after the scheduled time to receive the proposal. Any request for clarification must be submitted **in writing** (hand delivery, email [aegan@peachtree-city.org](mailto:aegan@peachtree-city.org), fax, or regular mail) to the Purchasing Agent by the close of business, five business days prior to the submission of proposals. Any clarification issued will be in the form of an addendum to the proposal instructions, plans, or specifications and will be issued to all known potential proposers and placed on the City's website not later than seventy-two (72) hours prior to the time of submission of proposals. **Although the Purchasing Department will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to submittal. This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to submittal.**

The City reserves the right to award the contract on the phases it deems to be in the City's best interest.

The City will exercise its discretion in awarding the contract to the company who best satisfies the needs of the City. The City also reserves the right to reject any and all proposals and to waive any and all

irregularities. The City's policy and procedures for this process are available in the Purchasing Department for inspection.

Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Notice: The logo of the City of Peachtree City is protected and may not be used in submissions to the City. When using a logo, proposers should use only their corporate logos.

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for proposals shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

Sincerely,



Angela Egan  
Purchasing Agent

Attachments

PLAY SYSTEM – 20-116PRC

**CITY OF PEACHTREE CITY  
SCOPE OF SERVICES  
LUTHER HOLT MEMORIAL ALL CHILDREN'S PLAYGROUND**

**Introduction**

The existing Luther Holt Memorial All Children's Playground was constructed and opened in 2002. The playground was a cooperative effort of residents, working with the City to provide a playground accessible to all children, with and without special needs. The playground has been very popular and is a local gathering place for families and children.

The City of Peachtree City requests proposals from authorized, certified and qualified vendors for the Design-Build of a new playground, playground surface and playground equipment/features at the All Children's Playground in accordance with the attached Scope of Work, Specifications, and Request for Proposal documents. All Children's Playground is located at 157 Willowbend Road, Peachtree City, Georgia.

The City has budgeted **\$300,000** which includes, but is not limited to removal, design, equipment, delivery, installation, warranty and inspection. All Design-Build proposals must keep this budget in mind.

**Mandatory Pre-proposal Meeting**

**A mandatory pre-proposal meeting and site visit** is scheduled for Thursday, February 20, 2020 at 2:00 p.m. local time at the current playground at All Children's Playground, 157 Willowbend Road, Peachtree City. Attendance is required. No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting with City staff.

**Scope of Work**

The Contractor is required to comply with the following:

- GENERAL.
  - The Scope of Work shall include the design, demolition, disposal, delivery and installation of commercial grade playground equipment, surfaces/flooring and features according to the attached Request for Proposal documents.
  - Delivery and installation shall be substantially complete within 90 calendar days from the issuance of the Notice to Proceed. Project shall be ready for final payment within 120 calendar days from Notice to Proceed.
  - The Contractor shall inspect the work site with the City at the mandatory pre-proposal meeting, prior to submitting a proposal.
  - There shall be at least one person in a position of responsibility representing the Contractor on site at all times that is capable of translating from English to the language used by the workforce.
  - Contractor will be expected to pay all fees and obtain all appropriate permits for the project if required. However, any fees associated with City permits shall be waived.
  - With their proposal, Proposers shall indicate the total number of days the park will need to be closed to the public. Proposers shall also indicate if material lead times would prohibit them from beginning work within ten days of award.
  - The successful proposer shall furnish a 110 percent payment bond and a 100 percent performance bond. Forms for each are attached.

- DESIGN AND SPECIFICATIONS

- Contractor must prepare a final design for City review and approval after contract award. The design must meet the criteria outlined in the Request for Proposal Documents. These plans must be stamped by a professional engineer registered in the State of Georgia.
- No water features are allowed for this project.
- The contractor may use the entire useable area shown on the site plan in Appendix A to design and install the new playground and associated surface, equipment/features.
- The design shall comply with all the attached plans and specifications.
- The design shall incorporate details from the manufacturer for the proper construction and installation of the playground surface, playground equipment and features. The design shall also include testing requirements for soil, concrete, etc.
- The design should incorporate imagination and uniqueness. Design site for ages 5-12 with a small tot lot area similar to the existing equipment.
- Material specification for all equipment and fasteners must be provided. Standards for installation must also be provided.
  - Fasteners and bolts/screws need to be either powder coated or appropriate grade stainless steel.
  - All equipment features that are metal must be powder coated.
- The designs and equipment must meet or exceed all current federal CPSC, ASTM and IPEMA standards and conform to ADA requirements. Accessibility to all levels and a surface suitable for wheelchairs and walkers is required.
- Equipment may include climbing features, overhead/upper body features, slides, platforms, ramps, links, bridges, connecting sections and panels. Equipment usable for both special needs children and those without special needs should be included. There should be no break in accessibility. Innovative design and equipment is welcome.
- Upgrade/replacement of the playground sign must be included.
- The equipment **must NOT** include the use of chains (except swings and chain ladders), ropes or wooden components.
- Design must include electrical grounding of equipment and the mitigation of static electricity.
- Design replacement fencing. Ameristar commercial grade fencing meeting code height requirements is required.
- Design shall include a shade structure(s). The design must locate shade structure(s) for the best placement (horizontally and vertically) for shading the play area during the summer months. The basis of design shall be cable supported fabric type with powder coated structural poles and fabric shades (colors to be selected by owner). Cables and fasteners to be non-corroding such as aircraft aluminum. Final design shall be provided by a professional engineer registered in the State of Georgia.

- CONSTRUCTION

- The Contractor shall demolish and properly dispose of everything within the useable area identified on the Site Plan in Appendix A. The depth of removal will depend on specifications required for new play surface.
- The **Contractor** will install the new equipment on the existing playground site.
- Due to the nature and location of the work, the selected contractor must be able to complete the work closing the playground a minimal number of days and be able to work safely around the normal activity at the Park.

- Submittals are required for concrete mix design, playground flooring, colors and playground features/equipment.
  - Contractor will be responsible for any damage caused by their work or the installation of the playground equipment. Contractor will also be responsible for cleaning up any debris, etc. to the satisfaction of the City.
  - The **Contractor** shall maintain the site in a neat and orderly condition at all times. The **Contractor** shall pick up and dispose of trash and debris at the end of each workday and insure that there are no discharges of debris, chemicals, trash, wash-down water, or materials of any kind off the project site into the streets, creeks, or streams.
  - The **Contractor**, before leaving the site, shall wash and clean all exposed surfaces which have become soiled or marked. The **Contractor** shall remove from the site of the work all accumulated debris and surplus material of any kind, which result from his operation. The completed project shall be turned over to the City in a neat and orderly condition.
  - All damage, as a result of the work under this **Contract**, to the existing structures, pavement, driveways, curb and gutter, sidewalks, cart paths, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions not specifically mentioned herein shall be repaired by the **Contractor** at no cost to the **City**.
  - Any wash water that is used to clean off surfaces of the structure, parking lot, etc., shall be contained by appropriate containment materials (not straw bales) and not allowed to run into the creek or stormdrains. The wash water must be disposed of either as an approved sanitary sewer discharge, or as hazardous waste. In the case of spills of any products used, it must also be contained and disposed of as hazardous waste.
  - The contractor shall make every effort to protect existing property and is responsible for any damage that is done. For this reason, the contractor is to document existing conditions prior to starting project (i.e. photograph the area prior to start of construction).
  - The job site is to be surrounded by a temporary security fence (6' height) to keep it secured during construction.
  - Contractor shall install a double row of Type C silt fence around the job site to protect the lake from sediment-laden run-off.
  - The Contractor will work and coordinate with the City's testing firm to test all concrete, soils, etc., according to the Request for Proposal Documents as well as the design plans and specifications developed for this project. The contractor shall also coordinate with the City's testing firm for any necessary third party inspections required in the design plans and specifications developed for this project.
  - The Contractor will work and coordinate with the City's Building Department as required on this project.
  - The Contractor shall request a Substantially Complete inspection from the City at least a week prior to when the Contractor feels that the playground area could be open to the public. The City will make a punch-list inspection for the Contractor of any noted deficiencies. All deficiencies must be corrected before the City will consider the project Substantially Complete.
  - Final Payment will not be made to the Contractor until all warranty documents have been received, all inspections have been approved and any noted deficiencies have been corrected.
- COMPLIANCE WITH E-VERIFY.

No public employer shall enter into a contract pursuant to this chapter for the physical performance of services within this state unless the contractor registers and participates in the federal work authorization program to

verify information of all newly hired employees or subcontractors. Before **a bid (proposal) for any such service is considered by a public employer, the bid (proposal) shall include a signed, notarized affidavit from the contractor attesting to the following:**

- (A) The affiant has registered with and is authorized to use the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant; and
- (C) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

Affidavit is attached. These conditions also apply to any subcontractor.

### **Proposal Submittal Requirements**

The company must include the following with their proposal submission:

- a. Brief description of the company's qualifications and experience.
- b. Brief list and description of similar recently completed projects. (See attached Questionnaire Sheet)
- c. Minimum of five examples where the company completed similar projects within the last two (2) years.
- d. A qualification summary of the subcontractor(s) installing the equipment.
- e. Complete detail specifications for the equipment in the proposal.
- f. Layout and color drawings/renderings of the proposal area with multiple views showing all sides and an overhead layout are required
- g. Timeline for completion of the project
- h. Price
- i. Each submittal may include up to two (2) design variants
- j. Proposal shall provide a list of the components proposed for the playground equipment. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warrantee and any other relevant descriptive information.

The subcontractor(s) installing the playground equipment/flooring/features must meet the following requirements:

- a. Must be certified through the National Playground Safety Institute
- b. Must have completed and passed the Playground Construction School Course as set forth by the International Playground Contractors Association (must submit documentation with proposal)
- c. Must be a member of the National Playground Contractors Association, Inc. (must submit documentation with proposal)
- d. Must be an installer with the National Playground Contractors Association, Inc. (must submit documentation with proposal.)

A request for subcontractor's references will be made prior to award.

### **Warranty**

Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the proposer's responsibility to provide the City a written copy of the manufacturer's warranty of installed equipment. Minimum Warranty requirements are as follows:

- The Contractor shall also provide a 1-yr warranty on the installation.
- The shade fabric shall have a 10-year warranty.
- The playground features and flooring shall have a minimum 1-yr warranty.

### **Proposal Evaluation Criteria**

Evaluation will be based on the following weighted criteria:

- |  |     |
|--|-----|
| • Integration of System Components                   | 30% |
| • Price  | 30% |
| • Quality and adherence to specifications            | 20% |
| • Durability of equipment, guarantees and warranties | 10% |
| • References and Delivery times                      | 10% |

## **Insurance Requirements**

See General Provisions

### **Hours**

Hours of operations shall be mutually agreed upon by the City and the Contractor, and shall be primarily, as far as is practicable, the City's regular working hours of 8:00am to 5:00pm.

### **Payment**

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Project Manager; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Project Manager of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

The Contractor will submit a final invoice to the City upon completion. The City shall make payment to the Contractor of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the City's receipt of the invoice. The City shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The City's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the City's right to later dispute the invoice, any charges in the invoice, or the work performed and referenced in the invoice. Contractor agrees and acknowledges that Contractor is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Contractor pursuant to this Contract, and that the payment for the foregoing is included within the total amount to be paid to the Contractor under this Contract.

### **Contract**

The City's contract is attached. If a proposer requires the City to sign their proprietary contract, that contract must be submitted with their proposal. In addition, proposed contract must be red-lined denoting all deviations from the City's attached contract. If a proprietary contract is not red-lined, that will be considered during the evaluation process. Contracts submitted anytime thereafter shall also not be considered.

The City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Proposer throughout this process.

**CITY OF PEACHTREE CITY  
LUTHER HOLT MEMORIAL ALL CHILDREN'S PLAYGROUND  
PRICING PROPOSAL SHEET**

**SUBMITTED BY:**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with Owner on the form included in the Request for Proposal Documents to perform all Work as specified or indicated in the RFP documents for the price and within the times indicated in this RFP and in accordance with the other terms and conditions of the RFP Documents.

**PROPOSER'S ACKNOWLEDGEMENTS**

Proposer accepts all of the terms and conditions of the RFP. This Proposal will remain subject to acceptance for 60 calendar days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

**ARTICLE 1 – PROPOSER'S REPRESENTATIONS**

1.01 In submitting this Proposal, Proposer represents that:

- A. Proposer has examined and carefully studied the RFP Documents, other related data identified in the RFP Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Not used.
- E. Proposer has considered the information known to Proposer; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports (if applicable) and drawings (if any) identified in the RFP Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the RFP Documents; and (3) Proposer's safety precautions and programs.
- F. Based on the information and observations referred above, Proposer does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) proposal and within the times required, and in accordance with the other terms and conditions of the RFP Documents.
- G. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents, if applicable.



- H. Proposer has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP Documents, and the written resolution thereof by Purchasing Agent is acceptable to Proposer.
- I. Within ten (10) calendar days from date of notification of acceptance by the City, , the Contractor, as principal, and \_\_\_\_\_, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount \$ \_\_\_\_\_ and Payment Bond in the amount of \$ \_\_\_\_\_, for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.
- J. It is further agreed between the parties that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional 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 Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.
- K. The RFP documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this proposal is submitted.

## **ARTICLE 2 – PROPOSER’S CERTIFICATION**

### 2.01 Proposer certifies that:

- A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
- C. Proposer has not solicited or induced any individual or entity to refrain from proposing; and
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 2.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 3 – BASIS OF PRICE PROPOSAL**

3.01 Proposer will complete the Work in accordance with the Contract Documents within the following time frame and for the following price(s):

Number of calendar days for delivery of goods upon receipt of Notice to Proceed: \_\_\_\_\_

Number of calendar days for complete installation upon receipt of Notice to Proceed: \_\_\_\_\_

Number of days the park will need to be closed to the public: \_\_\_\_\_

**Base Proposal** Price Proposal in figures: \$\_\_\_\_\_

**Base Proposal** Price Proposal written: \_\_\_\_\_dollars

3.02 In the event the City determines there are unsuitable soils, the Price for Removal and Replacement of Suitable Soils shall be \$\_\_\_\_/cubic-yard. This cost shall be in addition to the Base Price Proposal in 3.01 above and only used for the processing of a Change Order.

**ARTICLE 4 – TIME OF COMPLETION**

4.01 Proposer agrees that the Work will be complete and will be for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Proposer accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5 – PROPOSAL SUBMITTAL**

5.01 This Proposal is submitted by:

If Proposer is:

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Georgia is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Proposer's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

**END OF SECTION**

**CITY OF PEACHTREE CITY  
QUESTIONNAIRE SHEET**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a manufacturer of Playground Equipment? \_\_\_\_\_ How many years have you held the required certifications?  
\_\_\_\_\_

2. What is the last *similar* project of this nature that you have completed? Give project name and describe the scope of the project, contact person, address and telephone number.  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you **ever** failed to complete work awarded to you: if so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

4. The following are named as **FIVE** relevant municipalities, counties, cities, corporations or individuals for which you have completed **similar** projects in the last two (2) years: (Give company name, contact person, address, telephone number and the project name).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(use additional pages as needed)

5. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(continue)

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(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

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Correct Name of Bidder/Proposer

(a) The business is a (Proprietorship) (Partnership) (Corporation).

(b) The address of principal place of business is:

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(c) The telephone number and email address are:

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(d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Name	Title
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Name	Title
------	-------

Name	Title
------	-------

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Proposer

(e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

Name	Title
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Address

**END OF SECTION**

## SECTION 00530

### DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - A. The dangers of drug abuse in the work place;
  - B. The vendor's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1):
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Peachtree City City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
  - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

# AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ City of Peachtree City \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### Replacement of All Children's Playground

## ARTICLE 2 – The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

One (1) delivered play system as designed, inclusive of the equipment structure, components, hardware and incidentals, detailed technical installation instructions, certifications, warranties and operations & maintenance manuals from the manufacturer. Also one (1) complete set of any special tools required for routine maintenance.

## ARTICLE 3 – Contract Times

3.01 *Time of the Essence*

A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Completion and Final Payment*

A. The Work will be completed and ready for final payment within \_\_\_\_\_ days after the issuance of the Notice to Proceed.

3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with any Change Orders. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 3.02 above for completion.

## ARTICLE 4 - Contract Price

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount below:

Base Proposal Price: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

4.02 In the event the City determines that there are unsuitable soils, the Price for Removal and Replacement of Suitable Soils shall be \_\_\_\_\_\$/cubic-yard. This cost shall be in addition to the Base Proposal Price in 4.01 above and only used for the processing of a Change Order.

## **ARTICLE 5 – Payment Procedures**

### *Submittal and Processing of Payments*

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Project Manager; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Project Manager of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

The Contractor will submit a final invoice to the City upon completion. The City shall make payment to the Contractor of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the City's receipt of the invoice. The City shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The City's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the City's right to later dispute the invoice, any charges in the invoice, or the work performed and referenced in the invoice. Contractor agrees and acknowledges that Contractor is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Contractor pursuant to this Contract, and that the payment for the foregoing is included within the total amount to be paid to the Contractor under this Contract.

## **ARTICLE 6 – Interest**

6.01 All moneys not paid to a properly approved pay request when due shall bear interest at the rate allowed per Georgia Code 13-11-17.

## **ARTICLE 7 – Contractor's Representations**

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the RFP Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Removed.
  - E. Contractor has considered the information known to Contractor, if any; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.



- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given the Peachtree City Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Peachtree City Project Manager is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – Contract Documents**

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Specifications (as listed in the RFP).
  - 3. Drawings (if applicable).
  - 4. Addenda.
  - 5. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Proposal.
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.

## **ARTICLE 9 – Miscellaneous**

### 9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.05 Other Provisions

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional 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 Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:  
 City of Peachtree City  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
  
 Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address for giving notices:  
 151 Willowbend Road  
 Peachtree City, GA 30269  
 \_\_\_\_\_

CONTRACTOR  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  
 Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address for giving notices:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 License No.: \_\_\_\_\_  
 (Where applicable)  
 Agent for service of process:  
 \_\_\_\_\_

END OF SECTION

**BID BOND**

**STATE OF GEORGIA  
COUNTY OF FAYETTE**

**KNOW ALL MEN BY THESE PRESENTS THAT** we, \_\_\_\_\_

(herein called the "Bidder") submitted a Bid to Peachtree City, Georgia (herein called the "Owner") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for procuring and installing products for a project entitled " **DESIGN BUILD PLAY**

**SYSTEM, PEACHTREE CITY, GEORGIA, PROJECT NO. 20-115BPD**" (herein called the "Project"); that the

Bidder \_\_\_\_\_ and we, \_\_\_\_\_

\_\_\_\_\_ (herein called the "Surety") are firmly bound to the Owner in

the sum of \_\_\_\_\_

(\$\_\_\_\_\_ ) in lawful United States currency; and that we, the Bidder and the Surety, jointly and

severally, bind our respective assigns, successors, heirs, executors and administrators to our obligations to pay

the Owner that sum.

**THE CONDITION OF THIS OBLIGATION** is that if that Bid is not selected by the Owner as being the lowest, or lower, responsible Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

**THE FURTHER CONDITION OF THIS OBLIGATION** is that if that Bid is selected by the Owner as being the lowest, or lower, responsive, responsible Bid; and if the Bidder shall execute and deliver the **CONTRACT AGREEMENT, PERFORMANCE BOND, PAYMENT BOND and CERTIFICATION BY CONTRACTOR REGARDING NONSEGREGATED FACILITIES; shall deliver the CERTIFICATION OF PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY** as executed by the proposed non-exempt subcontractor; and shall, in all other respects, perform the acts required by the acceptance of the Bid; then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

**THE FURTHER CONDITIONS OF THIS OBLIGATION** is that the Surety, for value received, stipulates and agrees that extensions to the time limit in which the Owner may accept Bids shall not invalidate the Surety's obligation under this bond, and that the Surety does hereby waive notice of extensions to that time limit.

**IN WITNESS WHEREOF**, the Bidder and the Surety have executed this BID BOND on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Bona Fide Bidder's Name)

(Bidder's Seal if Corporation)

By: \_\_\_\_\_ L.S.

\_\_\_\_\_  
(Print Name and Title of Signer)

\_\_\_\_\_  
(Surety's Name)

By: \_\_\_\_\_ L.S.

\_\_\_\_\_  
(Print Name and Title of Signer)

Countersigned:

By: \_\_\_\_\_ L.S.

(Agent, Resident of State of Georgia)

**CONTRACT PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_

\_\_\_\_\_, as

Principal, and the undersigned, as Surety, are held and firmly bound unto Peachtree City, and of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the Contract hereinafter referred to between said principal and Peachtree City, in the full and penal sum of \_\_\_\_\_.

The condition of this obligation is that, whereas said Principal has entered into a contract with Peachtree City whereby said Principal has contracted and engaged to resurface certain streets according to each and all of the terms and conditions of the Contract between said Principal and Peachtree City for the construction thereof, to wit: \_\_\_\_\_

\_\_\_\_\_ at and for a total contract price of \_\_\_\_\_.

**NOW, THEREFORE,** the conditions of this obligation are such that if the above-bonded principal shall in all respects fully comply with the terms and conditions of said Contract and his obligation thereunder, said terms and conditions to include, ineralia, the Specifications, Proposal and Plans therein referred to and made a part hereof; (2) Such alterations as may be made in said plans and specifications as therein provided for; (3) The ninety (90) days maintenance period from date of final acceptance; (4) The responsibility of principal, from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property this obligation shall be void. Otherwise, the surety shall be void. Otherwise, the surety shall be obligated to pay Peachtree City, Georgia. The General Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by, or which damage or injury is alleged to be sustained in connection with, the performance of the Contract work or by conditions created thereby or arising out of or anyway connected with work performed under this contract. The Contractor shall assume and pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them.

The Contractor shall also indemnify Peachtree City for any damages occasioned by a failure to perform the Contract within the time prescribed thereby.

And the 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 thereunder or to the Specifications accompanying same shall in any way affect this obligation on this bond, and said surety does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work or to the Specifications.

This Bond shall be for the use of all persons doing work or furnishing skills, tools, machinery, or material under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia where applicable. The life of the Bond extends through the life of the Contract including the ninety (90) days maintenance period and the twelve (12) months guarantee period.

**IN TESTIMONY THEREOF**, the Principal and Surety have caused these presents to be duly signed and sealed in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_(Seal)  
Contractor

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST: \_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_  
By: \_\_\_\_\_

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, Georgia, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto PEACHTREE CITY, GEORGIA, (hereinafter called the "Obligee"), for the use and protection of all Subcontractors and all persons supplying labor, machinery, materials, and equipment in the prosecution of the work provided for in the Contract hereinafter referred to in the full and just sum of \$\_\_\_\_\_ Dollars, to 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.

**WHEREAS**, the Principal has entered into a certain written Contract, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ A.D., with the Obligee for, \_\_\_\_\_, which Contract is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor or material 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, material, machinery 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, machinery, and equipment furnished or the subcontract completed, as provided in Section 23-1708 of the Code of Georgia.

**PROVIDED, HOWEVER**, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with the subcontractor, but no contractual relationship express or implied with Principal;

Unless such person shall have given written notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials 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.

**PROVIDED, FURTHER,** that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_ (Seal)  
Principal

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (Seal)  
Surety

By: \_\_\_\_\_



CHANGE ORDER

No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Project: <Project Name>	City of Peachtree Contract No.: <City of Peachtree City Contract No.>
----------------------------	---

Owner: City of Peachtree City	Original Date of Contract:
----------------------------------	----------------------------

Contractor:

**The Contract Documents are modified as follows upon execution of this Change Order:**

A. Description and Reason Necessary (provide attachments if necessary):

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:	\$ _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ _____
Contract Price prior to this Change Order:	\$ _____
[Increase] [Decrease] of this Change Order:	\$ _____
Contract Price incorporating this Change Order:	\$ _____

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:	<input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
Substantial completion (days or date):	_____
Ready for final payment (days or date):	_____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	
Substantial completion (days):	_____
Ready for final payment (days):	_____
Contract Times prior to this Change Order:	
Substantial completion (days or date):	_____
Ready for final payment (days or date):	_____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

**NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.**

**THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.**

**APPROVED:**

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
Division Director/Chief

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Finance Director

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_

Contractor (Authorized Signature)

Date: \_\_\_\_\_

**END OF SECTION**

**CITY OF PEACHTREE CITY**

**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: \_\_\_\_\_

DEAR \_\_\_\_\_:

You are hereby notified to commence work in accordance with the Contract Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_.

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Purchasing Agent

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged,

by \_\_\_\_\_  
(Signature)

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name \_\_\_\_\_  
(Typed or Printed)

Title \_\_\_\_\_

## **CITY OF PEACHTREE CITY GENERAL PROVISIONS**

### **1. INTENT OF CONTRACT DOCUMENTS**

The entire Request for Proposal documents and any Addenda which may be issued, constitute the Contract Documents. These Contract Documents cover, with explicit provisions, all matters relating to the Project, which the Contractor undertakes to effect in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirement and reservations of the Contract Documents, for no deviation will be allowed from the Project Manager's interpretation thereof after the letting.

These Contract Documents are complementary, so that a recital in one is tantamount to a recital in all.

### **2. PLANS AND SPECIFICATIONS**

The Plans, the Specifications and Addenda thereto, issued prior to receiving proposals, describe the Project, and all materials, workmanship and dimensions must be in strict accord with them except only when the Project Manager may, in writing, authorize an exception.

In case of conflict between requirements shown on the Plans and provisions of the Specifications, the more restrictive shall apply. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or the Specifications, and the Project Manager shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

### **3. ALTERATIONS IN PLANS AND SPECIFICATIONS**

The right is reserved for the Project Manager to make, from time to time, such alterations in the Plans in the character of the work as he may consider necessary or desirable to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents.

Notice of every such alteration shall be given in writing to the Contractor, and no such alterations shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions.

Should any such alteration result in an increase or a decrease in the quantity or the cost of work or materials described in the RFP, the total amount payable under the Contract will be accordingly modified. If alterations are thus made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests before commencing the work attributable to such alterations, it is understood that such alterations are not to embrace work already done or materials in transit or in process of construction.

### **4. AUTHORITY OF THE PROJECT MANAGER**

The supervision of the execution of this Contract is vested in the Project Manager, and his instructions shall be carried into effect promptly and efficiently.

The Project Manager shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for and shall decide finally and conclusively all questions of differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such questions or difference of opinion, the decision of the Project Manager is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Project Manager to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling; and unless the Contractor finds such instructions or decisions to be satisfactory, he shall within ten (10) calendar days after the receipt thereof, file a written protest with the City, stating clearly and in detail his objections and the reasons therefore. Unless the Contractor shall file such written protest with the City within such ten (10) calendar day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the Project Manager as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

The Project Manager is to have free access to the materials and work at all times, for laying out, measuring and inspecting the same, and the Contractor is to afford him all necessary facilities and assistance for so doing.

#### 5. MATERIALS, LABOR AND EQUIPMENT

The Contractor shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to do the work in an expeditious and acceptable manner, giving preference whenever practicable to residents of Peachtree City, Georgia. In the event that the Project Manager shall notify the Contractor in writing that any person employed is, in the opinion of the Project Manager, incompetent or disorderly, or used threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the work site.

The Contractor shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project, unless such materials or equipment are specifically stated in the Specifications as being furnished by the City. In the latter case, only the cost of installation of such materials or equipment shall be included in the contract price. The City retains ownership of any materials or equipment if furnished which are not incorporated in the work, and the Contractor, at his own expense, shall load such materials or equipment at the work site, transport them to City storage yard as directed by the Project Manager, and shall unload and leave them neatly stored in a workmanlike manner.

Where the Plans and Specifications designate the product of a particular manufacturer, the product specified is suitable for the intended use, but unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Project Manager. Approval of substitutions will be based on manufacturer's published ratings.

#### 6. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly Understanding the Plans and Specification. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required.

The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his Contract. He shall bear all losses resulting to him on account of the amount or character of the work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements. He shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public, and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work site.

In the event that the Contractor plans to enter into subcontracts for any portion of the Project, he shall incorporate in each such subcontract all provisions, terms, and conditions applicable to the Project which constitute obligations to be assumed and effected by him under the Contract Documents, and shall submit a copy of each such subcontract to the Project Manager for examination and approval prior to his execution

of the subcontract. Subcontracts shall be entered into only with those subcontractors so approved in writing by the Project Manager. The City reserves the right of approval or rejection to any subcontract contemplated by the Contractor for any portion of the Project, whichever it deems to be in its best interest.

The Contractor agrees to indemnify and save harmless forever, the City of Peachtree City and their officers, agents and employees from all claims for patent rights or fees, from all claims relating to labor or materials furnished for the work, and from all liability, loss, cost, and expense, including attorney's fees which may be sustained by the City or their officers, agents, or employees due to or caused by the failure of the Contractor to take all necessary precautions for preventing accidents or injuries to persons or property in or about the work site or due to or caused by any act, omission, or neglect by the Contractor, his subcontractors, agents or employees in the performance of this Contract.

The Contractor agrees to defend against any claims brought or action filed against the City or their officers, agents, and employees in connection with the subject of the indemnities contained herein.

The City may retain from money otherwise payable under the Contract such amount as it may determine to be required to pay the expenses and damages arising from any of said causes or in case no money is due, the Contractor's surety shall be held until such suits, action or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the City.

The Contractor shall at all times conduct the work in such a manner and in such sequences as will ensure the least practicable local interference. He shall not open up work to the prejudice of work already started, and the Project Manager may require the Contractor to furnish a section on which work is in progress before Work is started on any additional section.

#### 7. TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

The Contractor shall begin the Project with an adequate force and sufficient equipment and facilities on the date stated in the written Notice to Proceed issued and served upon him by the Project Manager. Thereafter the Contractor shall prosecute the work diligently, without any avoidable interruption, and at such rate and with such complement of labor, materials, and equipment as will complete the Project within the time stated in the Bid. No work however, shall be done between the hours of 10:00 p.m. and 7:00 a.m., nor on Sunday, except when such work as is necessary for the proper care and protection of the work already performed, or except in case of any emergency, in which event the permission of the Project Manager to do such work shall be executed.

Since time is of the essence on this Contract, in the event that the work to be done hereunder is not completed within the times herein before specified (and such additional extension of time as the Project Manager may have granted), the City will retain from the compensation otherwise to be paid to the Contractor, including partial payments as defined herein, the sum determined by GDOT Section 108.08.

All work required by the Contract Documents shall be completed on such date stated in Section 00600, City of Peachtree City Contract, of this document. Provided, however, the time required by the General Contract shall only be tolled by adverse weather pursuant to the following:

Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

Also, the Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch and the average temperature failed to exceed 40 degrees F., averaged from the National Weather Service Forecast Office Peachtree City, Georgia. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be done as specified in the following paragraph.

Should a delay in the work be caused by an act of God (other than mentioned in the paragraph above), war, strike, action of the City, or other cause beyond the control of the Contractor, he shall, within five (5) calendar days of the commencement of the delay, make a written claim for an extension in contract time. If, in the opinion of the Project Manager, the claim is justified, an extension in contract time will be allowed equal to the length of the delay. The Project Manager shall not consider delays caused by late delivery of equipment or materials to be beyond the control of the Contractor and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by acts of God, war, strikes, or action of the City.

#### 8. INSURANCE TO BE CARRIED BY CONTRACTOR

In addition to the indemnification language elsewhere within the Contract Documents, the Contractor hereby agrees to perform the work under this Contract as an independent Contractor, and not as a subcontractor, agent, or employee of the City. The Contractor, upon execution of the Contract, agrees to indemnify, protect, defend, and hold the City and their officers, agents, and employees free and unharmed against any liabilities whatsoever (except for liabilities created by the sole negligence of the City and their officers, agents and employees) resulting in connection with the performance of the work by the Contractor, his employees, or subcontractors. The Contractor's said obligation to protect, defend and hold the City and their officers, agents, and employees free and unharmed against any such liabilities shall have a monetary limitation of the larger of the following: \$1,000,000.00 or the entire amount of the Contract.

The Contractor shall not begin work under the Contract until after he has obtained all of the minimum insurance herein described and such insurance has been approved by the City nor shall the Contractor permit any subcontractor to begin work until after similar minimum insurance to cover the subcontract has been obtained and approved.

Proof of insurance coverage must be submitted for approval. In addition to the minimum coverage outlined, the provisions of the various policies are subject to the City's approval and a copy may be requested for inspection.

The Contractor shall procure and maintain at his expense during the life of the Contract the following minimum insurance, with the City of Peachtree City named as additional insured:

- a. Commercial General Liability, Contractual Liability, Products/Complete Operations Liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance - \$1,000,000 combined Single Limit Bodily Injury and Property Damage – each occurrence.
- b. Comprehensive Automobile Liability Insurance - \$1,000,000 Combined Single Limit Injury and Property Damage Liability – each occurrence.
- c. Workers' Compensation Insurance - \$100,000 Bodily Injury by Accident – each accident; \$500,000 Bodily Injury by Disease- policy limit; and \$100,000 Bodily Injury by Disease – each employee.

#### 9. EXTRA WORK AND PAYMENT THEREFOR

The Contractor shall perform unforeseen work, for which there is no price included in the proposal, wherever it is deemed necessary or desirable by the Project Manager to complete satisfactorily the Project as

contemplated, and such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager; provided, however, that before any extra work is begun, a written order from the Project Manger (approved by the City Manager and/or City Council) to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.

Extra work and material will ordinarily be paid for in a lump sum or at unit prices agreed to in writing by the Project Manager, and the Contractor before the extra work is ordered.

The performance of any extra work or the furnishing of any extra material which, in the judgment of Project Manager, is of like character to and susceptible to classification under a unit price item of the Contract shall, if the order of the Project Manager shall so provide, be paid for at the unit proposal price for such item.

All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Project Manager, such extra work or such extra material is not of like character to and susceptible to classification under a unit price item of the Contract, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:

- (a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually performed, to which shall be added an amount equal to fifteen percent (15%) of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of social security taxes, unemployment insurance, worker's compensation insurance, and contractor's public liability, and property damage insurance involve in such extra work, based on the actual wages paid for such labor.
- (b) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof.
- (c) For any construction equipment or special equipment including fuel and lubricants therefore, required for the economical performance of extra work, the Project Manager shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176th part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.

The Contractor's representative and the Project Manager shall compare records of extra work done. Such records shall be made in duplicate and shall be signed by both the Project Manager and the Contractor's representative, and one copy being submitted to the City and the other being retained by the Contractor.

All claims for extra work done shall be submitted by the Contractor upon certified statements, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the order authorizing the performance of the work, shall be submitted to the Project Manager for inclusion in the estimate of the month in which the work was actually done.

If required, the Contractor shall produce any books, vouchers, other records or memoranda that will assist the Project Manager in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

#### 10. OMITTED ITEMS AND PAYMENTS THEREFOR



The City shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of the fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Project Manager. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits.

Acceptable materials ordered by the Contractor or delivered on the work site prior to the date of such cancellation or suspension shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City.

#### 11. NONAVAILABILITY OF MATERIALS

If the Contractor is unable to furnish or use any of the materials or equipment specified, because of any order by the governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Project Manager.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question he placed his order and submitted shop drawings without delay, that he has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout that particular industry.

If substitutes are used in the work, the compensation to be paid the Contractor will be subject to review and adjustment.

Contractor is to obtain the consent of the Project Manager, and before commencing, shall confer with him as to the best manner of protecting the interests involved.

#### 12. USE OF EXPLOSIVES

No blasting will be done except upon approval by the Project Manager and under his specific directions. When the use of explosives is approved by the Project Manager as necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be clearly marked "DANGEROUS EXPLOSIVES" and shall be in the care of competent watchmen.

#### 13. ASSIGNMENT OF CONTRACT

No assignment of the Contract, or of any part thereof, or of any moneys due or to become due hereunder, shall be made by the Contractor without the prior written approval of the City, which approval will be given after the surety on the Performance and Payment Bonds has informed the City in writing that it has no objection to such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any such moneys shall be subject to the prior liens or claims of all persons for services rendered or materials supplied for the performance of all work embraced by the Contract.

#### 14. ANNULMENT OF CONTRACT BY THE CITY

If the Contractor shall fail to begin the work under the Contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient material to insure the prompt completion of the work, or shall perform the work unsatisfactorily, or shall neglect or refuse to remove materials or to perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Project Manager may give notice in writing to the Contractor and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct same.

If the Contractor shall not correct such conditions within a period of five (5) calendar days after receipt of such notice, the City shall, upon written certificate from the Project Manager reciting the facts of such delay, neglect, or default and the failure of the Contractor to comply with the directions given in such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials or equipment on the ground as may be suitable or acceptable, to enter into an agreement with another contractor for the completion of the Project, or to use such other methods as, in the opinion of the City, shall be required for the completion of the Project in an acceptable manner.

All costs and charges incurred by the City, together with all costs of completing the work under contract, shall be deducted from any moneys due or which may become due to the Contractor. In the event that the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

#### 15. SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, and equipment, and for performing all work required to complete the Project under the Contract, and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the City.

#### 16. PARTIAL AND FINAL PAYMENT

The Contractor will submit an invoice to the City upon completion. The City shall make payment to the Contractor of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the City's receipt of the invoice. The City shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The City's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the City's right to later dispute the invoice, any charges in the invoice, or the work performed and referenced in the invoice. Contractor agrees and acknowledges that Contractor is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Contractor pursuant to this Contract, and that the payment for the foregoing is included within the total amount to be paid to the Contractor under this Contract.

**END OF SECTION**

Revised 08-01-2011

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with § O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation ("Contractor") which is engaged in the physical performance of services on behalf of the **City of Peachtree City** has registered with, is authorized to use and uses federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by § O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
<https://e-verify.uscis.gov/enroll>

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name / Contractor Name

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# APPENDIX A

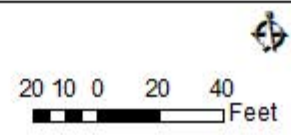
# SITE PLAN





Site Plan

# All Children's Playground



Peachtree City Engineering Dept.

Drawn By:

Sheet No.  
1 of 1

Checked by:

Date: